



CITY OF ALAMEDA • CALIFORNIA

IF YOU WISH TO ADDRESS THE COUNCIL:

1. Please file a speaker's slip with the Assistant City Clerk and upon recognition by the Mayor, approach the podium and state your name; speakers are limited to three (3) minutes per item
2. Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally
3. Applause and demonstration are prohibited during Council meetings

AGENDA - - - - REGULAR MEETING OF THE CITY COUNCIL TUESDAY - - - - SEPTEMBER 21, 2010 - - - - 7:00 P.M.

[Note: Regular Council Meeting convenes at 7:00 pm, City Hall, Council Chambers, corner of Santa Clara Avenue and Oak Street]

The Order of Business for City Council Meeting is as follows:

1. Roll Call
2. Agenda Changes
3. Proclamations, Special Orders of the Day and Announcements
4. Consent Calendar
5. City Manager Communications
6. Regular Agenda Items
7. Oral Communications, Non-Agenda (Public Comment)
8. Council Referrals
9. Council Communications (Communications from Council)
10. Adjournment

Public Participation

Anyone wishing to address the Council on agenda items or business introduced by Councilmembers may speak for a maximum of 3 minutes per agenda item when the subject is before Council. Please file a speaker's slip with the Assistant City Clerk if you wish to address the City Council.

1. ROLL CALL - City Council
2. AGENDA CHANGES
3. PROCLAMATIONS, SPECIAL ORDERS OF THE DAY & ANNOUNCEMENTS
 - 3-A. Proclamation Declaring October 6, 2010 as Alameda's Walk and Roll to School Day. (Public Works)
 - 3-B. Presentation of Certificate of Appreciation from the U.S. Census Bureau.
4. CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the Council or a member of the public

 - 4-A. Minutes of the Regular City Council Meeting of September 7, 2010. (City Clerk)
 - 4-B. Bills for Ratification. (Finance)
 - 4-C. Recommendation to Accept the Quarterly Sales Tax Report. (Finance)
 - 4-D. Recommendation to Accept the Quarterly Treasury Report. (Finance)
 - 4-E. Request for Settlement Authority of Workers' Compensation Claim #ALAO-004385. (City Attorney)
 - 4-F. Recommendation to Award a First Amendment in the Amount of \$53,385 to Suarez and Munoz Construction, Inc. for the Webster Street/Wilver "Willie" Stargell Avenue Intersection Project – Landscape and Irrigation Improvements, No. P.W. 06-09-18. (Public Works)
 - 4-G. Recommendation to Authorize the Interim City Manager to Negotiate and Execute the Fifth Amended Joint Exercise of Powers Agreement between the City of Alameda and East Bay Municipal Utility District. (Public Works)
 - 4-H. Adoption of Resolution Authorizing the Interim City Manager to Submit an Application to the Bay Area Air Quality Management District's Fiscal Year 2010-2011 Transportation Fund for Clean Air Regional Fund for \$430,000, Provide \$43,000 in Special Transportation Projects and Programs Funds for the Local Match, and Execute all Necessary Documents for an Estuary Crossing Bicycle/College Shuttle. (Public Works)
 - 4-I. Adoption of Resolution Approving a Project Operating Agreement with the East Bay Regional Communications System Authority. (City Manager/Police/Fire)

5. CITY MANAGER COMMUNICATIONS (Communications from City Manager)

- 5-A. Police Department Explorer Program
- 5-B. Communication on Alameda Branch of the Amateur Radio Emergency Service and Fire Department
- 5-C. September 3 Correspondence from Alameda County Health Care Service Agency Regarding Emergency Medical Services Contract
- 5-D. Harbor Bay Parkway Bay Friendly Landscape Median Project

6. REGULAR AGENDA ITEMS

- 6-A. Public Hearing to Consider Adoption of Resolution Certifying the Final Environmental Impact Report; Adopting Findings and a Statement of Overriding Considerations, and Adopting Mitigation Monitoring Program; Adoption of Resolution Amending the General Plan; Introduction of Ordinance Amending the Zoning Ordinance; Adoption of Resolution Upholding the Planning Board Resolution to Deny PLN 08-0160, and Approval of a Settlement Agreement Pertaining to the Redevelopment of Property Located at 2229 Clement Avenue. (Community Development) **To be continued to October 5, 2010.**
- 6-B. Public Hearing to Consider Introduction of Ordinance Amending Municipal Code Sections 30-17.9 (Requests for Incentives or Concessions for Sites with a Commercial or Mixed Use Zoning Designation) and 30-17.10 (Incentives or Concessions Defined) of Section 30-17 (Density Bonus Ordinance) of Chapter XXX (Development Regulations Article 1 Zoning Districts and Regulations) that Allows Caps or Limits on Concessions and Incentives for Density Bonus Projects on Sites with a Residential General Plan or Zoning Designation. (Community Development)
- 6-C. Public Hearing to Consider Adoption of Resolution Adopting General Plan Amendment (PLN10-0041) to Amend the General Plan Land Use Diagram to Change the Designation for One .085 Acre Parcel Located at 709 Lincoln Avenue (APN 073 041801400) from Community Commercial to Medium Density Residential; and Amending Ordinance No. 1277, N.S. to Rezone Approximately .085 Acres Located at 709 Lincoln Avenue APN 073 041801400 from CC-Community Commercial Zoning District, to R-5, General Residential Zoning Designation. (Community Development)
- 6-D. Public Hearing to Consider Adoption of Resolution Approving Tentative Parcel Map No. 9876 Planning Application No. PLN09-0185 – a Parcel Map for the Proposed Subdivision of the Site at 2318 Pacific Avenue into Two Parcels. (Community Development)

7. ORAL COMMUNICATIONS, NON-AGENDA (Public Comment)

Any person may address the Council in regard to any matter over which the Council has jurisdiction or of which it may take cognizance that is not on the agenda

8. COUNCIL REFERRALS

Matters placed on the agenda by a Councilmember may be acted upon or scheduled as a future agenda item

8-A. Consider Establishing a Citywide Project Labor Agreement (PLA). (Councilmember Matarrese and Councilmember Gilmore)

8-B. Direct Staff to Hold a Workshop on the Brown Act; Request that the City Auditor Perform an Audit of the Books and Records, Including, But Not Limited to, Legal Bills, Costs, Technology (Hardware and Software) and Employee Time Expended in the Investigation of Councilmember Tam; and Terminate the Legal Contract for the Matter. (Councilmember Gilmore)

8-C. Consider Taking Action Regarding Calming Traffic on Residential Streets that Have Become Overburdened, Used as "Cut-Throughs" or Experience Other Traffic Problems. (Councilmember Matarrese)

9. COUNCIL COMMUNICATIONS (Communications from Council)

Councilmembers can address any matter, including reporting on any Conferences or meetings attended

9-A. Consideration of Mayor's Nominations for Appointment to the Housing Commission, Library Board, and Planning Board.

10. ADJOURNMENT - City Council

- Materials related to an item on the agenda are available for public inspection in the City Clerk's Office, City Hall, Room 380, during normal business hours
- Sign language interpreters will be available on request. Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 72 hours prior to the Meeting to request an interpreter
- Equipment for the hearing impaired is available for public use. For assistance, please contact the City Clerk at 747-4800 or TDD number 522-7538 either prior to, or at, the Council Meeting
- Accessible seating for persons with disabilities, including those using wheelchairs, is available
- Minutes of the meeting available in enlarged print
- Audio Tapes of the meeting are available upon request
- Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 48 hours prior to the meeting to request agenda materials in an alternative format, or any other reasonable accommodation that may be necessary to participate in and enjoy the benefits of the meeting

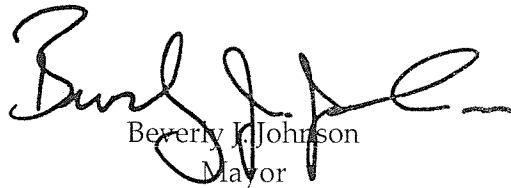
Proclamation

- WHEREAS*, the City of Alameda joins with the Alameda Unified School District, the Alameda Parent Teacher Association Council, and Pedestrian Friendly Alameda in promoting October as International Walk to School Month and Wednesday, October 6, 2010, as Alameda's 11th Annual Walk and Roll to School Day at various schools; and
- WHEREAS*, this event will focus on the benefits of walking or bicycling rather than driving to school, creating Safe Routes to Schools, and contributing to cleaner, safer, and environmentally healthier schools for children; and
- WHEREAS*, this day is an opportunity for parents, grandparents, friends, and neighbors to spend more time with children, reduce car use and traffic hazards, promote physical activity, and help make a safer community; and
- WHEREAS*, this day gives everyone the chance to take an active part in an international event and walk with children from around the world; and
- WHEREAS*, by using the school route maps and traffic safety tips provided by the Public Works Department, students will become better pedestrians and bicyclists, and they will learn to become better motorists when they get behind the wheel of a car; and
- WHEREAS*, walking and bicycling are important forms of transportation that get us to where we are going and contribute to the daily physical activity that we all need.

NOW, THEREFORE BE IT RESOLVED, that I, Beverly J. Johnson, Mayor of the City of Alameda, do hereby proclaim October as International Walk to School Month and October 6 as

WALK AND ROLL TO SCHOOL DAY 2010

and invite all Alameda residents, businesses, civic groups, and other organizations to participate.



Beverly J. Johnson
Mayor

City Council
Agenda Item #3-A
09-21-10



UNITED STATES DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. Census Bureau
Regional Census Center
BOTHELL, WA 98011-8227

June 28, 2010

City of Alameda
2263 Santa Clara Ave Rm 190
Alameda, CA 94501

Dear City of Alameda,

Thank you for partnering with the U.S. Census Bureau to achieve a complete and accurate census count in 2010. Conducting the decennial census is a massive and vitally important undertaking—one which the Census Bureau could only accomplish with the help and support of partners like you. We appreciate the time and resources your organization dedicated in helping to ensure a successful 2010 Census.

Your commitment to motivate the public to complete and return the census form will have a lasting impact. As a census partner, you can take pride in knowing that your organization helped ensure that the communities you serve are accurately represented in Congress and eligible for the funding needed for important community programs, services and facilities. The 2010 Census data will help your organization, community and government make strategically and fiscally sound decisions to spur and sustain economic development and growth, and improve the quality of life in every neighborhood.

Once again, thank you for your contributions to the 2010 Census effort. We value your partnership and look forward to continued opportunities to work together in the future.

Sincerely,

Ralph J. Lee

Regional Director

Seattle Regional Census Center

U.S. CENSUS BUREAU

Helping You Make Informed Decisions

Regional Director

Regional Director

Seattle Regional Census Center

www.census.gov

GPO: U.S. GOVERNMENT PRINTING OFFICE: 2008-745-242/8C133

Agenda Item #3-B
9-21-10

UNAPPROVED
MINUTES OF THE REGULAR CITY COUNCIL MEETING
TUESDAY- -SEPTEMBER 7, 2010- -7:00 P.M.

Mayor Johnson convened the meeting at 7:05 p.m. Vice Mayor deHaan led the Pledge of Allegiance.

ROLL CALL - Present: Councilmembers deHaan, Gilmore, Matarrese, Tam and Mayor Johnson – 5.

Absent: None.

AGENDA CHANGES

(10-399) Mayor Johnson addressed the Proclamation [paragraph no. 10-403] after the Hospital presentation [paragraph no. 10-402].

PROCLAMATIONS, SPECIAL ORDERS OF THE DAY & ANNOUNCEMENTS

(10-400) Presentation on the West Alameda Business Association (WABA) Webster Street Jam Festival.

Kathy Moehring, WABA Executive Director, gave a brief presentation and invited everyone to attend the Webster Street Jam Festival.

(10-401) Presentation by Commission on Disability Issues.

Disability Commission Chair Leslie Krongold gave a Power Point presentation.

Mayor Johnson thanked the Commissioners for the great work in the community.

Councilmember Matarrese inquired whether the Commission would hold a faire this year.

Ms. Krongold responded in the negative; stated the undertaking was huge; the Commission decided to have the accessible exercise program instead; the Commission might hold a faire next year.

Councilmember Gilmore stated the accessible exercise program would be available in October, inquire whether the program could be continued on a case-by-case basis.

Ms. Krongold responded the ball would start rolling in October; stated conversations are being initiated with gyms and exercise centers throughout the City; hopefully, gyms and exercise centers will modify classes to meet needs and the program will be the beginning of something more.

(10-402) Presentation by the Alameda Hospital District.

Jordan Battani, President Hospital Board, gave a brief presentation; and Debra Stebbins, CEO Alameda Hospital, gave a Power Point presentation.

Mayor Johnson inquired whether Alameda residents can use the primary care clinic.

Ms. Stebbins responded in the affirmative; stated the clinic operates like a private practice; physicians are employed by the Hospital; Alameda Hospital is allowed to do this since it is a district hospital; California is one of three states with an exemption for corporate medical practice.

Mayor Johnson inquired whether the Hospital's website is linked to the City's website.

The Deputy City Manager – Administrative Services responded that she is 99% sure that it is, but she would check.

Councilmember Tam stated recently, the Veteran's Administration (VA) gave a presentation to Council on plans to build a \$200 million clinic at Alameda Point; inquired whether having a VA clinic at Alameda Hospital instead of Alameda Point would be realistic in light of losing the Kaiser contract.

Ms. Stebbins responded Alameda Hospital continues to enjoy a very good relationship with the VA; stated that she sees the need to expand the VA clinic operation in Oakland; expansion at Alameda Hospital would be difficult; the Hospital has the capacity to provide VA patients with in-patient care, emergency services, and surgery; Alameda Hospital is working with San Francisco and Palo Alto facilities on how overflow is managed; Alameda Hospital does not have the room to meet the proposed 90,000 square foot facility at Alameda Point.

Councilmember Tam stated the City's budget is very similar to the Hospital's; inquired how much has been saved with the [Hospital's] 5% reduction in Executive Management.

Ms. Stebbins responded the 5% reduction was for all non-represented staff, including management and executive staff; stated savings amounted to approximately \$500,000.

Councilmember Tam stated there have been discussions regarding potential partnerships between the City and Health Care District in terms of ambulance transport; inquired what the partnerships would look like.

Ms. Stebbins responded one issue might be the ability to direct more non-critical transports; stated her concern would be taking the City's Fire Department ambulances out of service, which would result in the ambulances not being available for critical care transport; an increase in rigs might be needed, which could be counterproductive.

Councilmember Tam inquired what is the total contract amount for ambulance

transports.

Ms. Stebbins responded that she does not know; stated the cost is charged to patients, not the hospital; the amount would be easy to get.

Councilmember Matarrese stated that he has suggested having a liaison sub-committee with the Hospital Board and City Council, similar to those with the School District and AC Transit; some items that could be discussed with the liaison sub-committee would be: 1) off-site expansions, which would be an economic development component; 2) the VA and Alameda Reuse and Redevelopment Authority relationship; and 3) emergency and non-emergency transport services, including the City's franchise rights; the City's relationship with AC Transit and School Board is valuable.

Councilmember Gilmore thanked Ms. Stebbins for the presentation; stated that she is constantly being asked how the Hospital is doing and how its financial picture fits with the need for seismic retrofitting; inquired how capital expenditures would be funded.

Ms. Stebbins responded the Hospital has discussed various financing options with an advisor; stated the Hospital has very little debt; not having a long history of positive margins and reserves complicates the ability to access capital; the Cal Mortgage program is available for hospital financing; an initial presentation has been made to Cal Mortgage; a formal application will be submitted in a couple of months; a presentation will be made to the Loan Committee around December or January; Cal Mortgage tends to be more lenient in terms of consequences because Alameda Hospital is not the only hospital in a financially challenged situation.

Councilmember Gilmore stated that she hopes Council receives updates as the Hospital moves through the process; the community is interested in the issue.

Ms. Stebbins stated several community meetings would be held; the Hospital enjoys a very good relationship with its neighbors; the entire process will take less than a year; that she would be glad to provide regular updates.

Vice Mayor deHaan inquired whether State funding or grants are available for retrofitting.

Ms. Stebbins responded in the negative; stated retrofitting is another unfunded mandate; stated that she has had meetings with Congressman Stark regarding tapping into the American Recovery and Reinvestment Act, but the money cannot be used for retrofitting.

Vice deHaan stated the Hospital losing the Kaiser contract resulted in a 14% cut; inquired whether the Hospital settled with the nurses.

Ms. Stebbins responded the Hospital settled a four-year contract with Service Employees International Union (SEIU) before the Kaiser contract terminated in

November; the California Nurses Association (CAN) Contract was negotiated after the Hospital received the news about Kaiser; the Hospital has settled three union contracts: Local 6, Local 29, and CAN; all unions agreed to a wage freeze; CAN has a three-year wage freeze.

Vice Mayor deHaan stated costs for constructing hospital beds have gone up.

Ms. Stebbins stated construction costs have gone up at an expedient rate; seismic retrofitting is costing the hospital industry a lot of money; hospitals that are not in any financial difficulty are having financial challenges; the whole picture has changed.

Vice Mayor deHaan inquired whether the Hospital has unfunded pensions.

Ms. Stebbins responded in the negative; stated the Hospital has very complex pension funds; some pensions are managed by the unions and a couple are at the 80% or 90% [funded] level; two pension programs have been frozen; one is active and is funded at the required level; northern California and Bay Area hospitals have been very generous in other regards, but have not gotten into pension or health care funding for retirees.

Mayor Johnson stated that Ms. Stebbins is welcomed to come back on a regular basis.

(10-403) Proclamation Declaring September 25 as Coastal Clean Up Day 2010.

Mayor Johnson read and presented the proclamation to the Public Works Coordinator.

The Public Works Coordinator stated over 2,000 volunteers have picked up 8,500 pounds of debris.

Mayor Johnson stated the spartina eradication program has had an impact on reclaiming Bay waters.

Vice Mayor deHaan stated McDonald's is one of the biggest debris generators; a program should be established to address the problem.

(10-404) Announcement regarding the Sunshine Task Force Workshop to be held on September 11, 2010 at 1:00 p.m., at the Alameda Free Library, Stafford Meeting Room.

Gretchen Lipow, Sunshine Task Force Chair, gave a brief presentation and encouraged everyone to attend the Workshop.

Speaker: Jon Spangler, Alameda.

CONSENT CALENDAR

Vice Mayor deHaan moved approval of the Consent Calendar.

Councilmember Tam seconded the motion, which carried by unanimous voice vote – 5. [Items so enacted or adopted are indicated by an asterisk preceding the paragraph number.]

(*10-405) Minutes of the Regular City Council Meeting held on July 20, 2010, and the Special City Council Meeting held on July 27, 2010. Approved.

(*10-406) Ratified bills in the amount of \$27,677,201.59.

(*10-407) Recommendation to Empower the City Attorney to Employ Special Legal Counsel to Defend SCC Alameda Point, LLC, v. City of Alameda et al. Accepted.

(*10-408) Recommendation to Allocate \$1,088,382 in Urban Runoff Funds and Award a Contract in the Amount of \$1,088,382, Including Contingencies, to GSE Construction for the Upgrades to the Northside Storm Drain Pump Station, No. P.W. 02-10-06. Accepted.

(*10-409) Recommendation to Award a Contract in the Amount of \$1,372,209, Including Contingencies, to WR Ford for the Cyclic Sewer Replacement Project, Phase 8, No. P.W. 01-10-03. Accepted.

(*10-410) Recommendation to Award a Contract in the Amount of \$88,500, Including Contingencies, to Clean Lakes, Inc., for Vegetation Management, Debris Management, and Water Quality Monitoring for South Shore Lagoons, No. P.W. 07-10-19. Accepted.

(*10-411) Recommendation to Award a Contract in the Amount of \$337,472, Including Contingencies, to Weber Tractor Service for the Repair of Portland Cement Concrete Sidewalk, Curb, Gutter, Driveway, and Minor Street Patching, Fiscal Year 2010-2011, Phase 11, No. P. W. 06-10-14. Accepted.

(*10-412) Recommendation to Adopt Plans and Specifications and Authorize a Call for Bids for Sewer Point Repairs and Asphalt Concrete Replacement within the City of Alameda, No. P.W. 07-10-20. Accepted.

(*10-413) Resolution No. 14484, "Authorizing the Interim City Manager to File an Application for \$837,000 in Federal Surface Transportation Program and/or Congestion Mitigation and Air Quality Improvement Funding for the City of Alameda Certain Street Rehabilitation, No P.W. 08-10-21 (Otis Drive, Westline Drive to Willow Street), Appropriate \$108,442 in Proposition 42 Funds as the Necessary Local Match, and Stating the Assurance to Complete the Project." Adopted.

(*10-414) Resolution No. 14485, "Ratifying the Public Utilities Board's Approval of the First Amendment to Agreement for Construction, Operation, and Financing of Combustion Turbine Project Number One and the Quitclaim Deed Form for the Roseville Combustion Turbine Units, and Authorizing the General Manager of Alameda Municipal Power to Execute the First Amendment and Authorizing the Mayor to Execute

the Quitclaim Deed Form.” Adopted.

(*10-415) Resolution No. 14486, “Appointing Mayor Johnson as the City’s Delegate for Voting Purposes at the League of California Cities Annual Business Meeting.” Adopted.

(*10-416) Resolution No. 14487, “Stating the City’s Positions on the League of California Cities Annual Business Meeting Resolutions.” Adopted.

CITY MANAGER COMMUNICATIONS

(10-417) Presentation on Planning and Building Fees

The Interim City Manager gave a brief introduction and the Building Official gave a Power Point presentation.

In response to Mayor Johnson’s inquiry, the Building Official stated that some of Alameda’s fees are higher than other cities and some are lower.

Mayor Johnson inquired what Alameda fees are 13% higher than other cities, to which the Building Official responded re-roof permits.

Mayor Johnson inquired whether cities were polled on the number of required inspections for a project, to which the Building Official responded the number of inspections for a project is required by Code.

Mayor Johnson inquired whether a comparison was done on the number of inspections from start to end, to which the Building Official responded in the negative.

Mayor Johnson stated the issue should be researched.

The Building Official stated that he would look into the matter; continued the presentation.

Mayor Johnson stated getting different information from inspectors increases the need for more inspections.

The Building Official continued the presentation.

Councilmember Gilmore inquired what a person could get for a \$10,000 kitchen remodel.

The Building Official responded the \$10,000 valuation is based upon square footage; stated the valuation is not a cost but a record keeping number and does not measure out specifically.

Mayor Johnson inquired what is the average amount of a kitchen remodel, to which the

Building Official responded approximately \$150 per square foot.

Mayor Johnson inquired how Alameda fees compare to other cities.

The Building Official responded other cities do not charge based upon valuation; stated remodels have a standard fee; continued the presentation.

Mayor Johnson inquired whether all the types of permits reviewed represent less than 30% of permits issued, to which the Building Official responded in the affirmative.

Mayor Johnson inquired what type of permits represent the remaining 70%.

The Building Official responded improvements, furnace replacements, electrical service changes, termite reports, residing, and windows.

Councilmember Matarrese stated window replacements, awnings, porches, and decks have outrageous permit fees; that he would like to get more information; when he wanted to put a pergola on the back of his house, the permit fee was three times the cost of materials.

Vice Mayor deHaan noted the number of termite permits must be high because a permit is required whenever a property is transferred.

The Building Official stated window permits often require a significant planning fee; staff is looking at ways to change design review charges.

Councilmember Matarrese stated a change would prevent bootleggers.

The Building Official stated people do not pull permits if fees are too high.

Vice Mayor deHaan stated staff used to measure responsiveness through the [permit] process; inquired whether staff currently has a benchmark or measuring device.

The Building Official responded over the last six months, he has been conducting an on-line survey once a project is complete; stated responses have been overwhelmingly positive.

Vice Mayor deHaan stated that he would like to see the responses.

The Building Official stated that he would provide the information; all information is submitted anonymously.

Mayor Johnson inquired whether people are clear about what is required for a simple permit; further inquired whether information is available on the website so contractors know what is required for simple projects in order to avoid interpretation problems.

The Building Official responded a number of handouts are available to address specific requirements; stated staff works very hard to ensure that interpretations are accurate and consistent.

Mayor Johnson inquired whether people are assured that comments are anonymous; stated in the past, people have been afraid of retaliation; perhaps comments should go to a third party; inquired what percentage of people submit comments.

The Building Official responded approximately 20%; stated the survey goes through a third party on-line survey company; that he has an open door policy.

Mayor Johnson inquired whether electricity needs to be upgraded to code when a kitchen countertop is changed.

The Building Official responded three of the six jurisdictions he checked with require an electrical upgrade, and three do not; stated the City requires an electrical upgrade because new countertops usually trigger the purchase of new appliances, which could severely overload an antiquated electrical system; the issue is a life and fire safety matter; a couple of years ago, a Bay Street house fire was the result of an antiquated electrical system.

Mayor Johnson stated the Bay Street house was a lot older than a number of homes in Alameda; that she receives most complaints from Harbor Bay residents; Harbor Bay homes are not old.

The Building Official stated an electrical upgrade would not be required if a house is less than twenty years old because the Code has not changed; an electrical upgrade makes sense for older homes.

The Interim City Manager inquired whether the [electrical upgrade] requirement is an Electrical Code or Fire Code interpretation, to which the Building Official responded Electrical Code.

Mayor Johnson inquired whether a separate standard should be in place if new appliances are not be installed; stated the issue is very irritating to people and has been questionable for years; the issue should be reviewed.

Vice Mayor deHaan stated that he agrees with Mayor Johnson; the envelop is being pushed farther than necessary; inquired whether permits have increased, to which the Building Official responded permits have increased approximately 10% from last year.

Vice Mayor deHaan inquired whether more people are being hired to handle the increase.

The Interim City Manager responded temporary contract people are being used; stated nothing has been added in this year's budget [to hire inspectors].

Vice Mayor deHaan inquired whether staff is able to provide next day [inspection] service.

The Building Official responded last year, second day inspections were about 95%; stated staff has drifted back to approximately 75% same day inspections; more than a two-day inspection seldom occurs.

Vice Mayor deHaan inquired what is the reserve amount.

The Interim City Manager responded the estimate for the year end is that the reserve amount would be approximately \$400,000; stated the goal is to get a minimum ninety-day working capital.

Mayor Johnson inquired when staff would come back with [planning and building fee] changes.

The Interim City Manager responded part two could be brought back in thirty days; stated a window, awning, and countertop information could also be brought back.

Councilmember Matarrese stated that he would like the next presentation to include material in the packet.

Mayor Johnson inquired whether the window and interim mutton issue has been resolved.

The Building Official responded staff is much clearer; staff would come back with information on what can and cannot be done.

Mayor Johnson inquired whether different windows are allowed for different types of buildings, to which the Building Official responded in the affirmative.

(10-418) Urban Greening Planning Grant

The Interim City Manager gave a brief presentation.

* * *

Vice Mayor deHaan left the dais at 9:08 p.m. and returned at 9:10 p.m.

* * *

Mayor Johnson stated moving forward on the matter is great; hopefully, Alameda will become a model City.

(10-419) Citywide Records Retention and Destruction Policy

The Interim City Manager gave a brief presentation.

Mayor Johnson inquired whether the City would digitalize as much as possible; stated the Museum has some City records; the City should put the records into the City's digitalized records; that she does not mind destroying paper copies once records are digitalized.

Councilmember Gilmore stated the email policy should be reviewed also; that she is not sure whether the issue should be reviewed by the Sunshine Task Force or staff; [electronic] storage is cheap; there is no good reason not to keep digital records and emails.

Councilmember Matarrese stated a records company should be utilized; records required by statute should be on microfiche because microfiche lasts 100 years; someone with technical expertise is needed.

The Interim City Manager stated staff is focusing on inventory; right now, the issue is an organizational issue.

Mayor Johnson stated that she agrees with Councilmember Matarrese regarding getting expert help; the Courthouse scans every document filed; most documents are available almost immediately; Alameda is a little behind in its technical capacity; investments need to be made.

The Interim City Manager stated the first step is to do something with the phones; the money saved [from a new telephone system] can be used to reinvest in the computer system; approximately \$100,000 has been put in the budget to upgrade computers; the City's hardware is archaic.

Vice Mayor deHaan stated digital should be at the front end; inquired whether the City Clerk's office digitalizes documents, to which City Clerk responded in the affirmative.

Vice Mayor deHaan stated things that go into the [digital] archives would not go into storage boxes.

The City Clerk stated Council has never authorized not keeping paper files; everything is stored as paper as well; the City Clerk's office uses microfiche also.

Mayor Johnson stated that her preference would be to digitally preserve records, not destroy records.

The Interim City Manager continued the presentation.

Councilmember Tam stated that she agrees with Mayor Johnson; stated policy should drive technology; the policy should be consistent with the State's email retention policy; that she works extensively with litigation and a record retention policy that pretty much requires that nothing be destroyed; that she would like to see the Sunshine Task Force

advise Council on the matter; a thirty-one page proposed ordinance will be presented this Saturday; that she would like to get policy direction from the community as well.

Mayor Johnson stated that the City should get the documents from the Museum.

Speaker: Jeff Mitchell, Alameda.

(10-420) Executive Management Compensation: Form and Process

The Interim City Manager gave a brief presentation.

Mayor Johnson inquired whether each individual Department Head contract would come to Council.

The Interim City Manager responded the form would not be a contract but would be more of a traditional Memorandum of Understanding (MOU); stated contracts are not used as much as before.

Mayor Johnson inquired whether the [Executive Management] MOU would be binding on the City; stated offer letters are not contracts and are not binding on the City; City Managers have abused some things in offer letters; contracts need to be approved by Council; that she is glad that the Interim City Manager is bringing the matter to Council because the proposed form would prevent abuse by City Managers and circumvention of Council authority; inquired whether the [Executive Management] MOU would be binding on the City.

The Interim City Manager responded the [Executive Management] MOU would be just like other bargaining units' MOUs and would be binding; stated the [Executive Management] MOU would be similar to other MOUs.

Councilmember Matarrese inquired whether the [Executive Management] MOU would be brought back to Council for approval, to which the Interim City Manager responded in the affirmative.

Councilmember Matarrese stated that he would like to have other options come back to Council as an agenda item so that Council would be able to discuss the pros and cons of a contract versus an [Executive Management] MOU and provide direction.

The Interim City Manager stated three types have been discussed: an offer letter, a contract, or a [Executive Management] MOU.

Mayor Johnson stated that she does not like the idea of claiming that an offer letter could be binding on the City.

Councilmember Gilmore stated the Interim City Manager and Department Heads would create a document that would be applicable across the departments; the [Executive

Management] MOU could also be called a template; the template would be brought back to Council for review; Council would have the option of approving the template or using some other vehicle; assuming that Council would approve the template, the template would become the boiler plate for a City Manager to use when hiring a Department Head; the template would be the same as other bargaining unit MOUs.

Mayor Johnson inquired how a City Manager would get from the template to deals with a Department Head to make the template binding on the City.

The Interim City Manager responded the template would be available to a Department Head; stated a transmittal or offer letter might be transmitted to the candidate and the template could be attached.

Mayor Johnson stated a previous City Manager gave a Department Head a deal which she does not think Council would have ever approved; someone could call something a contract and binding obligation even when it is not.

The Interim City Manager stated the template would be very specific.

Councilmember Tam stated Council has discussed the issue in the past; Mayor Johnson and Councilmember Matarrese have raised the potential of an amendment to the City Charter; one suggested hybrid approach was to use the City of Berkeley model where the City Manager offers a job to a Department Head, which is tentative and subject to Council approval, and includes all terms of employment so that there is some Council oversight; said approach is an available option in looking at a Charter amendment.

Mayor Johnson stated that she does not think a Charter amendment is required because Council has to approve a contract; a contract is a binding obligation that the citizens of Alameda have to fulfill.

The Interim City Manager stated that she thinks in terms of a contract having a start and end date; an offer letter, which is the least specific, offers the most customization and opportunity for individual arrangements and negotiations.

Councilmember Matarrese stated that he would like to have the matter placed on an agenda, have the Interim City Manager provide a written analysis of what is being proposed, and have the City Attorney's office analyze what a contract would be for an individual who would become a Department Head, what the City would be obligated to give the individual, and what would obligate the City.

Vice Mayor deHaan stated Council is going the right way; elements need to be standardized; Council needs to have an opportunity to review various options.

Mayor Johnson stated a City Manager's verbal offers are an abuse that needs to be prevented; having an [Executive Management] MOU may not prevent the abuse from

occurring.

Councilmember Gilmore inquired whether a person is really hired if Council does not appropriate the money.

The City Attorney responded in the negative; stated the Charter only gives Council, not a City Manager, the authority to set compensation and pension benefits for any employee; Council approves a salary range and specific benefits that can be offered to represented employees through an MOU; Council needs, at bare minimum, to have a standardized document approving a salary range and benefit package for Department Heads; the standardized document would allow a City Manager to hire only within the parameters of a compensation plan and benefit package; any past offer letters that have not been ratified by Council are not binding on the City; that she agrees with Mayor Johnson on said matter.

Councilmember Tam stated ratifications have been part of the budget process and have not been very specific when it comes to Department Heads; that she would like the staff analysis to include some discussion regarding uniformity and retroactivity; Department Heads have different needs; work hours are different; inquired whether a car allowance could be taken away uniformly for all Department Heads or whether the issue could be adjusted within the template, a quasi MOU, or specified to different classifications.

The Interim City Manager responded models are available for all three concepts; the goal is to make the template specific and less ambiguous.

REGULAR AGENDA ITEMS

(10-421) Resolution No. 14488, "Appointing Madeline Deaton as a Member of the Public Utilities Board." Adopted.

Councilmember Matarrese moved adoption of the resolution.

Vice Mayor deHaan seconded the motion, which carried by unanimous voice vote – 5.

(10-422) Recommendation to Pursue Activation of the City of Alameda's Participation in the City of Oakland's Foreign Trade Zone (FTZ) #56 in Response to Appropriate Business Opportunities.

The Deputy City Manager – Economic Development gave a brief presentation.

Vice Mayor deHaan stated Alameda is not a port or a destination center for distribution of goods; inquired how Alameda's participation would work.

The Deputy City Manager – Economic Development responded Alameda is considered to be part of the larger port of entry and is part of FTZ #56.

Mayor Johnson requested an explanation on taxes.

The Deputy City Manager – Economic Development stated a business would repackage or assemble goods at a location in Alameda and export goods through the port or Oakland airport; expensive excise taxes would be avoided because goods would not be imported to the United States.

Mayor Johnson stated some tariffs have gone up to 600% which makes it more economically feasible to assemble and manufacture items within the United States.

Vice Mayor deHaan inquired how successful Oakland has been; further inquired whether Alameda would be in competition with Oakland; stated corridors are a concern.

The Deputy City Manager – Economic Development responded Alameda has already received some preliminary interest; stated Alameda has land in close proximity to a port and international airport; the activation would be another tool in the economic development tool kit; participation could be used on an opportunistic basis.

Mayor Johnson stated participation would not just be repackaging but would be job creation in the United States.

The Deputy City Manager – Economic Development stated Oakland wants to support Alameda's participation because business would be brought to the port and airport.

Mayor Johnson stated Council should not assume that Alameda would be dealing with containers going back and forth through the tube as in the past.

The Deputy City Manager – Economic Development stated the City would only participate in the right opportunities.

Councilmember Matarrese stated the issue should be explored; private investment opportunities would be available for buildings that need help; the investment would spur jobs.

Vice Mayor deHaan stated that he would like to review how the operation would work; questioned why Oakland is not using its FTZ to the maximum; stated using interim reuse may work extremely well; the vision would not be to warehouse at the port.

The Deputy City Manager – Economic Development stated impact assessments are very difficult without site-specific opportunities; staff would come back to Council with opportunities that make sense and are consistent with goals.

Councilmember Gilmore inquired whether a fee is associated with activating participation.

The Deputy City Manager – Economic Development responded in the negative; stated

staff and minimal consultant time would be needed to ensure that things are done right; the application process is straight forward because Oakland has already gone through the more extensive process.

Councilmember Gilmore stated activation seems reasonable; staff would bring back site-specific opportunities to Council.

Mayor Johnson stated that she agrees with Councilmember Gilmore; activation does not mean that the floodgates need to open.

Councilmember Gilmore stated community input would be needed also.

Councilmember Tam inquired whether the City of Oakland is in favor of Alameda's potential activation.

The Deputy City Manager – Economic Development responded the City of Oakland has been very helpful in initial conversations; stated staff did not want to go too far out without getting Council direction.

Mayor Johnson stated activation would present regional opportunities through jobs and economic development.

Speakers: Former Councilmember Tony Daysog, Alameda; and Alex Chen, Alameda.

Following Former Councilmember Daysog's comments, Mayor Johnson inquired whether the City of Oakland would be in control, if activation would occur.

The Deputy City Manager – Economic Development responded the City's activation would be part of Oakland's FTZ; stated Matson Global Distribution Services operates the general-purpose FTZ.

Mayor Johnson inquired whether Alameda would have control over what goes in Alameda.

The Interim City Manager responded uses would belong to Alameda; stated Matson Global Distribution Services would administer the FTZ in compliance with federal law.

The Deputy City Manager – Economic Development stated participation would be on a site-specific basis.

Councilmember Matarrese requested verification that whatever goes into the Alameda section of the FTZ would be controlled exclusively by Alameda within constraints of federal law, to which the Deputy City Manager – Economic Development responded in the affirmative.

Councilmember Gilmore inquired whether participation would not be activated until a

promising opportunity would be brought to Council, to which the Deputy City Manager – Economic Development responded in the affirmative.

Councilmember Tam inquired whether Council could reject a promising opportunity, to which the Deputy City Manager – Economic Development responded in the affirmative.

Following Mr. Chen's comments, Mayor Johnson requested an explanation of tariff issues that have prompted interest in FTZs.

Mr. Chen stated duty on laptop parts is 20%; duty on an assembled laptop is 255%.

Vice Mayor deHaan inquired whether union jobs would be generated, to which Mr. Chen responded that he does not know.

Mayor Johnson stated that she had not heard of any exemptions from [using] unions.

The Interim City Manager stated some cities have elected to establish policies in terms of working with anyone interested in the FTZs.

Councilmember Matarrese moved approval of the staff recommendation with consideration of the type of jobs that would be created to match existing City policy.

Mayor Johnson inquired whether the motion is to pursue the activation, to which Councilmember Matarrese responded in the affirmative.

Vice Mayor deHaan stated Council would have the opportunity to review opportunities on a case-by-case basis.

Vice Mayor deHaan seconded the motion, which carried by unanimous voice vote – 5.

ORAL COMMUNICATIONS, NON-AGENDA

(10-423) Jon Spangler, Alameda, discussed board and commission vacancies.

(10-424) Peter Clark, Community Response Foundation, discussed the America's Cup.

The Interim City Manager stated that staff is working on the American's Cup process.

Vice Mayor deHaan requested an update.

The Interim City Manager stated the American Cup Association is in the process of finalizing an agreement with San Francisco; an update would be provided to Council; San Francisco has made a commitment to work with Alameda.

(10-425) Jean Sweeney, Alameda, thanked the Interim City Manager for obtaining the Urban Greening Planning Grant; thanked the Commission on Disability Issues for the

College of Alameda intersection improvement; discussed the archive documents on her website.

Mayor Johnson stated the City needs to have archived documents.

(10-426) The following speakers discussed the District Attorney's letter with the decision that there was insufficient evidence against Councilmember Tam: Jeff Mitchell, Alameda; John Knox White, Alameda; Barbara Kahn, Alameda; and Bill Smith, Alameda.

Councilmember Gilmore stated acknowledging and respecting the District Attorney's decision and legal process is important; the City's role has been to present the results of its investigation and have the District Attorney make a determination, which has been done; that she would vigorously oppose spending any more tax dollars on such a frivolous matter; everyone should settle down, take a deep breath, and reject the urge to escalate the matter; now is not the time for further litigation or acrimony; going after Councilmember Tam civilly appears at a minimum to be a complete waste of tax dollars and the Court's time; learn from what has occurred and get back to doing the business that the people of the City elected Council to do; to that end, it is really important that citizen's know that Council's judgments will be made with their best interest at heart; before considering any new actions on anything further relating to the matter, she will ask, echoing some of the comments made tonight, that the City Auditor audit the books and records relating to the matter so that the public has a clear understanding of the amount of money expended on the matter; right now, Council does not know how much money has been spent; secondly, she requests that outside counsel, not the firm involved in the matter, conduct a workshop on the Brown Act for Council, staff, Boards, Commissions, and any interested members of the public; finally, she requests the Council to agree that the appropriate venue for dealing with the Interim City Manager and City Attorney actions are within the context of performance reviews which have been previously scheduled and are coming up shortly; hopefully everything can be put behind once performance reviews are done and the Councilmembers can get back to the work the citizens of Alameda elected them to do; in the interest of taking a deep breath and pausing, her question to her colleagues is that she does not understand why there is a Council meeting on Thursday to determine whether or not to file litigation; that she does not know why there is a rush; if the meeting occurs at all, given the events and circumstances of the case, she suggests having the meeting in open session; the public deserves to know why and how tax dollars are being spent; individuals and attorneys who want to push forward with the case should present the rationale for doing so in the face of the fact that the District Attorney rendered an opinion that there is no evidence to pursue the matter.

COUNCIL REFERRALS

None.

COUNCIL COMMUNICATIONS

(10-427) Councilmember Tam stated for weeks Mayor Johnson, the Interim City Manager, and the City Attorney have been asking the District Attorney through outside counsel, Michael Colantuono, to expedite the investigation so that the City can get on with its business; for the record, based on the letter that the District Attorney has sent and the Island blog has published on its website, she learned that the City's special counsel sent five letters of which she has only seen three along with her attorney; her attorney has sent two; the City Attorney's office, through Mr. Colantuono, submitted a letter practically every other week documenting issues and concerns they have with her email and her communications; 285 pages; the District Attorney waited and reviewed every single one in a very exhaustive way; they have come to the determination that there is no legal or factual basis to support the allegations that the Brown Act has been violated or that she has mishandled confidential information; asking the Council to discuss issues of concern to the public, whether the public raises it, whether a City business partner raises it, or whether an employee group raises it, is wholly appropriate and is part of her responsibility as a City Councilmember; it is unfortunate that the City issued a press release that does not seem to respect the exhaustive review and the analysis of the District Attorney that has lasted over two months; it is also unfortunate that they have produced a press release that distorts the District Attorney's findings that the matter is closed.

(10-428) Councilmember Gilmore stated that she understands that the County is at a very preliminary stage in discussing the potentially moving forward with Countywide project labor agreements that would affect all cities; it might behoove the City to take a look at the issue; that she will bring back a Council Referral for discussion.

ADJOURNMENT

There being no further business, Mayor Johnson adjourned the meeting at 10:38 p.m.

Respectfully submitted,

Lara Weisiger
City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Fred Marsh
Controller

Date: September 16, 2010

Re: List of Warrants for Ratification

This is to certify that the claims listed on the attached check register and shown below have been approved by the proper officials and, in my opinion, represent fair and just charges against the City in accordance with their respective amounts as indicated thereon.


<u>Check Numbers</u>	<u>Amount</u>
231682 - 232032 (Vendor Checks)	\$1,078,088.33
V21048 - V21204 (ACH Retiree Medical Benefit Reimbursements)	\$110,600.43
EFT 915 - EFT 923 (Vendor Wire Transfers)	\$631,864.01

Void Checks:

230825	(\$900.60)
231572	(\$3,246.90)
231364	(\$432.30)
231513	(\$108.00)
231897	(\$488.00)

GRAND TOTAL	\$1,815,376.97
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Respectfully submitted,


Controller

Council Warrants 09/21/10

BILLS #4-B
9/21/2010

SUNGARD PENTAMATION INC - FUND ACCOUNTING
DATE: 09/09/10
TIME: 09:03:37

CITY OF ALAMEDA
CHECK REGISTER

PAGE NUMBER: 1
VENCHK21
ACCOUNTING PERIOD: 3/11

FUND - 001 - GENERAL FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
231682 - 231717	00010	09/10/10	RETIREEES	MEDICAL REIMBURSEMENT	28,472.63

TOTAL FUND

28,472.63

TOTAL REPORT

28,472.63

SUNGARD PENTAMATION INC - FUND ACCOUNTING
DATE: 09/09/10
TIME: 09:32:56

CITY OF ALAMEDA
CHECK REGISTER

PAGE NUMBER: 1
VENCHK21
ACCOUNTING PERIOD: 3/11

FUND - 001 - GENERAL FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
V21048 - V21204	00010	09/10/10	RETIREES	MEDICAL REIMBURSEMENT	110,600.43

TOTAL FUND

110,600.43

TOTAL REPORT

110,600.43

FUND - 001 - GENERAL

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231720	00010	09/09/10	ABAG POWER PURCHASING POO	63020	NATURAL GAS POOL FY11	1,552.68
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231722	00010	09/09/10	ALAMEDA ADVERTISING & REC	53010	NAMETAGS	68.59
231723	00010	09/09/10	MICHAEL WOODS	66010	EQUIP REPAIRS	125.00
231723	00010	09/09/10	MICHAEL WOODS	51750	COMP SUPPLIES	49.11
	TOTAL CHECK					174.11
231724	00010	09/09/10	ALAMEDA COUNTY TREASURER	34100	PARKING COLLECTION & DIST	10,744.50
231725	00010	09/09/10	ALAMEDA COUNTY TREASURER	61990	CRIME LAB SRVS	881.25
231726	00010	09/09/10	ALAMEDA ELECTRICAL DISTRI	55020	BLDG MTN SUPPLIES	28.85
231727	00010	09/09/10	ALAMEDA MUNICIPAL POWER	66020	PARK LIGHTS	240.44
231727	00010	09/09/10	ALAMEDA MUNICIPAL POWER	61060	LIGHTING	2,026.64
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SUNGARD PENTAMATION INC - FUND ACCOUNTING
DATE: 09/09/10
TIME: 10:49:41

CITY OF ALAMEDA
CHECK REGISTER

PAGE NUMBER: 2
VENCHK21
ACCOUNTING PERIOD: 3/11

FUND - 001 - GENERAL

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SUNGARD PENTAMATION INC - FUND ACCOUNTING
DATE: 09/09/10
TIME: 10:49:41

CITY OF ALAMEDA
CHECK REGISTER

PAGE NUMBER: 3
VENCHK21
ACCOUNTING PERIOD: 3/11

FUND - 001 - GENERAL

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231737	00010	09/09/10 34571	CHIVERS NORTH AMERICA INC		53030	AUDIO MATERIAL	61.46
231738	00010	09/09/10 00252	BAKER & TAYLOR COMPANY IN		53030	BOOKS	10.98
231739	00010	09/09/10 26945	BAY ISLAND OFFICIALS ASSO		61990	SPORTS OFFICIALS	4,640.00
231740	00010	09/09/10 35642	PAUL AVAKIAN		53010	INK STAMP/SUPP	8.78
231740	00010 TOTAL CHECK	09/09/10 35642	PAUL AVAKIAN		53010	INK STAMP/SUPP	81.82 90.60
231741		39771	BLAISDELL'S			VOID: MULTI STUB CHECK	
231742	00010	09/09/10 39771	BLAISDELL'S		51060	ID/PHOTO SUPP	135.15
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231742	00010	09/09/10 39771	BLAISDELL'S		51010	JANITORIAL SUPP	208.50
231742	00010	09/09/10 39771	BLAISDELL'S		53020	COPY PAPER	156.37
231742	00010	09/09/10 39771	BLAISDELL'S		51990	MISC OP SUPP	518.78
231742	00010	09/09/10 39771	BLAISDELL'S		51990	MISC OP SUPP	352.63
231742	00010	09/09/10 39771	BLAISDELL'S		53010	OFFICE SUPP	154.90
231742	00010	09/09/10 39771	BLAISDELL'S		53010	OFFICE SUPP	70.52
231742	00010	09/09/10 39771	BLAISDELL'S		53010	OFFICE SUPP	179.20
231742	00010	09/09/10 39771	BLAISDELL'S		53010	OFFICE SUPP	26.30
231742	00010	09/09/10 39771	BLAISDELL'S		53010	OFFICE SUPP	105.23
231742	00010	09/09/10 39771	BLAISDELL'S		51610	RECRUITMENT SUPP	56.02
231742	00010	09/09/10 39771	BLAISDELL'S		53010	OFFICE SUPP	53.91
231742	00010	09/09/10 39771	BLAISDELL'S		53010	OFFICE SUPP	28.26
231742	00010	09/09/10 39771	BLAISDELL'S		53010	OFFICE SUPP	-18.20
231742	00010	09/09/10 39771	BLAISDELL'S		53010	OFFICE SUPP	154.90
231742	00010	09/09/10 39771	BLAISDELL'S		53010	OFFICE SUPP	87.72
231742	00010	09/09/10 39771	BLAISDELL'S		53020	COPY PAPER	209.16
231742	00010	09/09/10 39771	BLAISDELL'S		53010	OFFICE SUPP	227.08
231742	00010	09/09/10 39771	BLAISDELL'S		51060	ID/PHOTO SUPP	90.16
231742	00010	09/09/10 39771	BLAISDELL'S		53020	COPY PAPER	156.37
231742	00010	09/09/10 39771	BLAISDELL'S		53010	SUPPLIES	3.26
231742	00010	09/09/10 39771	BLAISDELL'S		53010	SUPPLIES	62.78
231742	00010	09/09/10 39771	BLAISDELL'S		53020	COPY PAPER	156.37
231742	00010	09/09/10 39771	BLAISDELL'S		53010	SUPPLIES	95.99
231742	00010	09/09/10 39771	BLAISDELL'S		51010	SUPPLIES	375.28
231742	00010 TOTAL CHECK	09/09/10 39771	BLAISDELL'S		51010	SUPPLIES	4,036.87
231743	00010	09/09/10 31446	BLUE & GOLD FLEET		61060	VESSEL OPERATIONS	1,183.25
231744	00010	09/09/10 48503	BLUE SHIELD OF CALIFORNIA		11552	J01552383-0 10/10	382.77
231745	00010	09/09/10 48503	BLUE SHIELD OF CALIFORNIA		11552	J03825410-9 10/10	382.77
231746	00010	09/09/10 48503	BLUE SHIELD OF CALIFORNIA		11552	J04579147-9 10/10	382.77
231747	00010	09/09/10 46537	BOUND TREE MEDICAL LLC		51050	MEDICAL SUPPLIES	18.64
231747	00010	09/09/10 46537	BOUND TREE MEDICAL LLC		51050	MEDICAL SUPPLIES	3,293.95

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231761	00010		09/09/10	45536	COMCAST	62020	CABLE SERVICE	64.87
231761	00010		09/09/10	45536	COMCAST	62020	CABLE SERVICE	59.95
	TOTAL CHECK							124.82
231762	00010		09/09/10	39149	OCCUPATIONAL HEALTH CENTE	61060	MED SVCS FY 2010-11	800.00
231762	00010		09/09/10	39149	OCCUPATIONAL HEALTH CENTE	61060	MED SVCS FY 2010-11	750.00
	TOTAL CHECK							1,550.00
231763	00010		09/09/10	44698	CONTRA COSTA CO PUBLIC AU	68100	VEHICLE LEASE	400.00
231763	00010		09/09/10	44698	CONTRA COSTA CO PUBLIC AU	68100	VEHICLE LEASE	1,200.00
	TOTAL CHECK							1,600.00
231764	00010		09/09/10	39131	COSTCO WHOLESALE	51990	MISC OPER SUPP	854.38
231764	00010		09/09/10	39131	COSTCO WHOLESALE	55030	VEH. SUPPLIES	213.98
	TOTAL CHECK							1,068.36
231765	00010		09/09/10	36836	CSK AUTO INC	55040	PARK SUPPLIES	5.48
231765	00010		09/09/10	36836	CSK AUTO INC	55040	PARK SUPPLIES	118.50
	TOTAL CHECK							123.98
231766	00010		09/09/10	43725	DARLENE CULLIGAN	61990	INSTRUCTOR	50.00
231767	00010		09/09/10	45919	GE CAPITAL INFO TECH SOLU	66400	COPIER	544.00
231768	00010		09/09/10	50105	DAVID L GATES & ASSOCIATE	61050	WEBSTER/STARGELL	1,085.15
231769	00010		09/09/10	49600	DE LAGE LANDEN PUBLIC FIN	66400	KONICA/BCHC360	330.87
231769	00010		09/09/10	49600	DE LAGE LANDEN PUBLIC FIN	66400	KONICA/BCHC360	315.11
	TOTAL CHECK							645.98
231770	00010		09/09/10	52266	DIGITAL MAP PRODUCTS INC	61060	GIS WEBSITE MTCE	32,478.00
231771	00010		09/09/10	45996	DONALD P MCCULLUM YOUTH C	61060	YOUTH COURT SRVS	10,000.00
231772	00010		09/09/10	47628	EASTBAY SPCA SPAY & NEUTE	61750	SPAY/NEUTER SVCS	2,428.00
231773	00010		09/09/10	52265	FLORALEI EBERLY-SPATCHER	64980	RELEASE OF ALL CLAIMS #20	1,050.00
231774				00676	EBMUD		VOID: MULTI STUB CHECK	
231775				00676	EBMUD		VOID: MULTI STUB CHECK	
231776				00676	EBMUD		VOID: MULTI STUB CHECK	
231777	00010		09/09/10	00676	EBMUD	63030	WATER FOR PUMP STNS	101.96
231777	00010		09/09/10	00676	EBMUD	63030	WATER FOR PUMP STNS	70.16
231777	00010		09/09/10	00676	EBMUD	63030	WATER FOR PUMP STNS	101.96
231777	00010		09/09/10	00676	EBMUD	63030	WATER FOR PUMP STNS	101.96
231777	00010		09/09/10	00676	EBMUD	63030	WATER FOR PUMP STNS	70.16
231777	00010		09/09/10	00676	EBMUD	63030	WATER FOR PUMP STNS	70.16
231777	00010		09/09/10	00676	EBMUD	63030	WATER FOR PUMP STNS	70.16
231777	00010		09/09/10	00676	EBMUD	63030	ON SITE IRRIGATION	61.98
231777	00010		09/09/10	00676	EBMUD	63030	ON SITE IRRIGATION	135.24
231777	00010		09/09/10	00676	EBMUD	63030	ON SITE IRRIGATION	1,567.98
231777	00010		09/09/10	00676	EBMUD	63030	WATER	123.66

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231777	00010			09/09/10	00676	EBMUD		63030		WATER		70.16
231777	00010			09/09/10	00676	EBMUD		63030		WATER		770.90
231777	00010			09/09/10	00676	EBMUD		63030		WATER		833.46
231777	00010			09/09/10	00676	EBMUD		63030		WATER		22.16
231777	00010			09/09/10	00676	EBMUD		63030		WATER		610.46
231777	00010			09/09/10	00676	EBMUD		63030		WATER		187.10
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		232.28
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		4,229.02
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		1,932.34
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		724.66
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		1,616.82
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		139.86
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		1,399.22
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		4,505.46
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		91.86
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		2,000.34
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		4,704.02
231777	00010			09/09/10	00676	EBMUD		63030		WATER		37.32
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		91.86
231777	00010			09/09/10	00676	EBMUD		63030		WATER		22.16
231777	00010			09/09/10	00676	EBMUD		63030		WATER		279.58
231777	00010			09/09/10	00676	EBMUD		63030		WATER		108.04
231777	00010			09/09/10	00676	EBMUD		63030		WATER		71.12
231777	00010			09/09/10	00676	EBMUD		63030		WATER		633.14
231777	00010			09/09/10	00676	EBMUD		63030		WATER		172.36
231777	00010			09/09/10	00676	EBMUD		63030		WATER		91.86
231777	00010			09/09/10	00676	EBMUD		63030		WATER		22.16
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		645.78
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		1,257.78
231777	00010			09/09/10	00676	EBMUD		63030		WATER		333.02
231777	00010			09/09/10	00676	EBMUD		63030		WATER SRVS		342.94
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		2,889.78
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		192.54
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		4,612.50
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		177.20
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		2,466.42
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		830.78
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		4,131.06
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		1,028.36
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		1,078.26
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		720.22
231777	00010			09/09/10	00676	EBMUD		63030		WATER		22.16
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		191.58
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		643.06
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		415.58
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		469.02
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		747.38
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		94.64
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		700.18
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		205.18
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		2,514.42
231777	00010			09/09/10	00676	EBMUD		63030		WATER		22.16
231777	00010			09/09/10	00676	EBMUD		63030		ON SITE IRRIGATION		505.34
231777	00010			09/09/10	00676	EBMUD		63030		WATER FOR PUMP STNS		138.16
231777	00010			09/09/10	00676	EBMUD		63030		WATER FOR PUMP STNS		93.30
231777	00010			09/09/10	00676	EBMUD		63030		WATER FOR PUMP STNS		101.96

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231777	00010	09/09/10	EBMUD	63030	WATER FOR PUMP STNS	72.88
231777	00010	09/09/10	EBMUD	63030	WATER FOR PUMP STNS	101.96
231777	00010	09/09/10	EBMUD	63030	WATER	2,522.58
	TOTAL CHECK					58,343.28
231778	00010	09/09/10	EBMUD	63030	AP WATER	15,784.09
231779	00010	09/09/10	ECONOMIC & PLANNING SYSTE	61060	NEGOTIATION SUPPORT	2,154.90
231779	00010	09/09/10	ECONOMIC & PLANNING SYSTE	61060	NEGOTIATION SUPPORT	22,172.08
	TOTAL CHECK					24,326.98
231780	00010	09/09/10	JEFFERY L EMMITT	65130	HOTEL, CAR, MEALS	371.46
231780	00010	09/09/10	JEFFERY L EMMITT	65130	HOTEL, CAR, MEALS	192.00
231780	00010	09/09/10	JEFFERY L EMMITT	65140	HOTEL, CAR, MEALS	114.39
	TOTAL CHECK					677.85
231781	00010	09/09/10	MARTY GROSS	66020	OUTSIDE BLDG REPAIR	1,880.00
231782	00010	09/09/10	ENCINAL HARDWARE	55010	PARK SUPS	577.61
231783	00010	09/09/10	ENTERSECT	61060	POLICE ONLINE SRVS	75.00
231784	00010	09/09/10	EQUIFAX CREDIT INFORMATIO	61510	INVEST SRVS	50.55
231785	00010	09/09/10	EWING IRRIGATION PRODUCTS	55010	PARK MTCE SUPS	238.18
231785	00010	09/09/10	EWING IRRIGATION PRODUCTS	55010	PARK MTCE SUPS	259.71
231785	00010	09/09/10	EWING IRRIGATION PRODUCTS	55010	PARK MTCE SUPS	792.09
	TOTAL CHECK					1,289.98
231786	00010	09/09/10	FEDERAL EXPRESS CORPORATI	62300	MISC COURIER MAIL	79.23
231786	00010	09/09/10	FEDERAL EXPRESS CORPORATI	62300	MESSENGER SERVICE	153.97
231786	00010	09/09/10	FEDERAL EXPRESS CORPORATI	62300	MESSENGER SERVICES	54.56
231786	00010	09/09/10	FEDERAL EXPRESS CORPORATI	62300	MESSENGER SERVICES	33.34
231786	00010	09/09/10	FEDERAL EXPRESS CORPORATI	62300	MISC COURIER MAIL	22.58
231786	00010	09/09/10	FEDERAL EXPRESS CORPORATI	62300	OVERNIGHT MAILING	29.46
	TOTAL CHECK					373.14
231787	00010	09/09/10	FEHR ENGINEERING COMPANY	61060	SEWER PUMP STATIONS	29,600.00
231788	00010	09/09/10	SUPPORT SYSTEMS INTERNATI	51990	FIBER OPTIC CABLE	14.51
231789	00010	09/09/10	WILLIAM REEDER	66040	APPARATUS REPAIR	2,799.70
231790	00010	09/09/10	FIREEYE INC	61060	WEB SECURITY	3,950.00
231791	00010	09/09/10	FIRST AMERICAN CORELOGIC	61060	WIN2DATA LIC	433.13
231792	00010	09/09/10	FULLSCALE EVENT PRODUCTIO	61060	CARNEGIE 12/21EVENT	1,155.00
231793	00010	09/09/10	MITCHELL HARAMAKI	65130	MEALS TRNG	19.00
231794	00010	09/09/10	AARON HARDY	65130	MEALS TRNG	19.00
231795	00010	09/09/10	HASA INC	55010	CHLORINE	409.37
231795	00010	09/09/10	HASA INC	55010	CHLORINE	614.06
231795	00010	09/09/10	HASA INC	55010	CHLORINE	307.03

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231795	00010	09/09/10	HASA INC	55010	CHLORINE	614.06
	TOTAL CHECK	48225				1,944.52
231796	00010	09/09/10	HYO J KIM MD PC	67200	BODY SCANS	500.00
231796	00010	09/09/10	HYO J KIM MD PC	67200	BODY SCANS	500.00
231796	00010	09/09/10	HYO J KIM MD PC	67200	BODY SCANS	1,000.00
231796	00010	09/09/10	HYO J KIM MD PC	67200	BODY SCANS	500.00
231796	00010	09/09/10	HYO J KIM MD PC	67200	BODY SCANS	500.00
	TOTAL CHECK	51952				3,000.00
231797	00010	09/09/10	HUB INTERNATIONAL OF CA I	64990	EVENT INSURANCE	1,313.73
231798	00010	09/09/10	IBM CORP WBF	66400	CAD/RMS BACKUP SYS	2,148.00
231799	00010	09/09/10	J J R CONSTRUCTION INC	61060	REPAIR OF PORTLAND	22,087.57
231800	00010	09/09/10	ALBERTA JAY	61990	MASTICK INSTRUCTOR	351.00
231801	00010	09/09/10	KEMPER SPORTS MANAGEMENT	61060	GOLF MGMT FEE	10,000.00
231802	00010	09/09/10	LEARNING EXPRESS LLC	53080	DATABASE	3,616.00
231803	00010	09/09/10	MATTHEW BENDER & COMPANY	53030	BOOKS	43.90
231803	00010	09/09/10	MATTHEW BENDER & COMPANY	53030	BOOKS	24.47
	TOTAL CHECK	00073				68.37
231804	00010	09/09/10	LINCOLN EQUIPMENT INC	55010	POOL EQUIPMENT	244.72
231805	00010	09/09/10	LN CURTIS & SONS INC	51090	PROTECTIVE CLOTHING	162.98
231805	00010	09/09/10	LN CURTIS & SONS INC	51090	PROTECTIVE CLOTHING	380.29
	TOTAL CHECK	00116				543.27
231806	00010	09/09/10	MARINE EXPRESS	61050	PIER 48 PISCES	5,000.00
231807	00010	09/09/10	MCKELVEY PRINTING & GRAPH	53050	PRINTING SRVS	661.15
231808	00010	09/09/10	MCKELVEY PRINTING & GRAPH	53050	ONLINE STATIONERY SYS	39.93
231808	00010	09/09/10	MCKELVEY PRINTING & GRAPH	53050	ONLINE STATIONERY SYS	339.37
231808	00010	09/09/10	MCKELVEY PRINTING & GRAPH	53050	ONLINE STATIONERY SYS	39.93
231808	00010	09/09/10	MCKELVEY PRINTING & GRAPH	53050	ONLINE STATIONERY SYS	165.90
231808	00010	09/09/10	MCKELVEY PRINTING & GRAPH	53050	ONLINE STATIONERY SYS	165.89
	TOTAL CHECK	49996				751.02
231809	00010	09/09/10	METRO MOBILE COMMUNICATIO	66400	MC RADIO MAINT	105.00
231810	00010	09/09/10	BILL BOTTS	66040	VEH DETAIL SRV	1,445.00
231811	00010	09/09/10	MARY MITSUDA	61990	MASTICK INSTRUCTOR	105.00
231812	00010	09/09/10	MURRAY ENGINEERS INC	61060	ENGINEERING SVCS	15,187.50
231813	00010	09/09/10	NEWSBANK INC	53080	DATABASE	2,130.00
231814	00010	09/09/10	NEXTEL OF CALIFORNIA INC	62020	AIR CARD FOR BAINES	49.99
231815	00010	09/09/10	NINYO & MOORE	61050	GEOTECHNICAL SVCS	9,775.00

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231815	00010 TOTAL CHECK	09/09/10 44220	NINYO & MOORE		61050	GEOTECHNICAL SVCS	6,924.25 16,699.25
231816	00010	09/09/10 48843	RAYMOND HAYAME		53050	FORMS	200.18
231817	00010	09/09/10 50857	NORMA NOCERA		61990	INSTRUCTOR	152.00
231818	00010	09/09/10 40480	NON-PROFIT HOUSING ASSOCI		65190	MEMBERSHIP RENEWAL	210.00
231819	00010	09/09/10 48797	MARIBEL ROBLES		61060	LEAD ASSESSMENTS	220.00
231820	00010	09/09/10 50281	OCE FINANCIAL SERVICES IN		66400	COPIER LEASE MAINT	11,418.53
231821	00010	09/09/10 42604	OPERATING ENGINEERS PUBLI		21830	9/10 ACEA VSP	1,216.00
231822	00010	09/09/10 51002	JANOTH INC		62010	PHONE SERVICE	153.00
231823	00010	09/09/10 00206	GIOVANETTI INC		55020	BLDG MTNC SUPPLIES	56.30
231823	00010	09/09/10 00206	GIOVANETTI INC		55020	BLDG MTNC SUPPLIES	72.62
231823	00010	09/09/10 00206	GIOVANETTI INC		51990	BLDG SUPPLIES	62.67
231823	00010	09/09/10 00206	GIOVANETTI INC		55030	BLDG SUPPLIES	15.77
231823	00010	09/09/10 00206	GIOVANETTI INC		53010	BLDG SUPPLIES	32.57
231823	00010	09/09/10 00206	GIOVANETTI INC		55020	BLDG MTNC SUPPLIES	78.99
231823	00010	09/09/10 00206	GIOVANETTI INC		55020	BLDG MTNC SUPPLIES	1,001.06
231823	00010	09/09/10 00206	GIOVANETTI INC		55020	BLDG MTCE SUPP	33.96
231823	00010	09/09/10 00206	GIOVANETTI INC		55030	VEH SUPPLY	76.73
231823	00010	09/09/10 00206	GIOVANETTI INC		55020	BLDG SUPP	217.75
231823	00010	09/09/10 00206	GIOVANETTI INC		51010	JANITORIAL SUPP	16.75
	TOTAL CHECK						1,665.17
231824	00010	09/09/10 52055	PAGANO'S TC, LLC		55020	BLDG MTNC SUPPLIES	62.71
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		61990	PARK FUND REIMB	61.00
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		51020	PARK FUND REIMB	499.63
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		51020	PARK FUND REIMB	159.00
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		51020	PARK FUND REIMB	96.48
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		61990	PARK FUND REIMB	23.00
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		51020	PARK FUND REIMB	132.52
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		51020	PARK FUND REIMB	49.69
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		51020	PARK FUND REIMB	64.59
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		51020	PARK FUND REIMB	252.09
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		51020	PARK FUND REIMB	262.00
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		62200	PARK FUND REIMB	200.00
231825	00010	09/09/10 39364	CITY OF ALAMEDA - PARK FU		51020	PARK FUND REIMB	808.92
	TOTAL CHECK						2,608.92
231826	00010	09/09/10 34246	PORT OF SAN FRANCISCO		68120	PIER RENTAL	3,112.37
231827	00010	09/09/10 48119	PROFESSIONAL STAFFING RES		61060	PERFORMANCE AUDIT	2,805.23
231828	00010	09/09/10 27482	PRUDENTIAL OVERALL SUPPLY		61060	MAT CLEANING SRV	96.70
231828	00010	09/09/10 27482	PRUDENTIAL OVERALL SUPPLY		61060	MAT CLEANING SRV	96.70
231828	00010	09/09/10 27482	PRUDENTIAL OVERALL SUPPLY		61060	MAT CLEANING SRV	96.70
231828	00010	09/09/10 27482	PRUDENTIAL OVERALL SUPPLY		61060	MAT CLEANING SRV	386.80
	TOTAL CHECK						

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231829	00010	09/09/10	38535 SALLER SAFETY SHOES INC	51090	SAFETY SHOES	729.61
231830	00010	09/09/10	41946 RANDOM HOUSE INC	53030	BOOKS	98.85
231831	00010	09/09/10	51521 BLUE HERON CATERING INC	61060	LUNCH MEETING	900.60
231832	00010	09/09/10	51820 RIPS CONSULTING INC	61060	CONSULT SVCS	5,625.00
231833	00010	09/09/10	50826 RMC WATER & ENVIRONMENT	61050	HYDRAULIC MODEL	26,411.59
231834	00010	09/09/10	46197 DAVID ROBERTSON	61250	PM REIMBURSE	215.00
231835	00010	09/09/10	33521 RUBY GAMA	61990	INSTRUCTOR	240.00
231836	00010	09/09/10	48125 RUSSELL RESOURCES INC	61060	CONSULTING SVCS	11,956.61
231837	00010	09/09/10	52056 SAFE RESTRAINTS INC	73020	WRAP RESTRAINT	3,945.66
231837	00010	09/09/10	52056 SAFE RESTRAINTS INC	73020	WRAP RESTRAINT	9,285.44
		TOTAL CHECK				13,231.10
231838	00010	09/09/10	43522 SAN DIEGO POLICE EQUIPMEN	51070	AMMO	1,290.66
231839	00010	09/09/10	50087 SCHAAF & WHEELER CONSULTI	61050	COA SEWER PUMP	16,099.00
231839	00010	09/09/10	50087 SCHAAF & WHEELER CONSULTI	61050	STORM DRAIN PUMP ST	34,020.30
		TOTAL CHECK				50,119.30
231840	00010	09/09/10	24809 WILLIAM J SCOTT	65130	MEALS TRNG	19.00
231841	00010	09/09/10	50017 SHARP ELECTRONICS CORPORA	66400	COPIER MAINTENANCE	69.22
231841	00010	09/09/10	50017 SHARP ELECTRONICS CORPORA	66400	COPIER CONTRACT	1,919.81
		TOTAL CHECK				1,989.03
231842	00010	09/09/10	33100 SHUTE MIHALY & WEINBERGER	61010	LEGAL SERVICES	16,830.00
231843	00010	09/09/10	25720 SIERRA PACIFIC TURF SUPPL	55010	TURF SUPPLIES	4,697.46
231844	00010	09/09/10	00403 KAMUR INDUSTRIES INC	66040	VEH MAINT	312.00
231844	00010	09/09/10	00403 KAMUR INDUSTRIES INC	66040	VEH MAINT	28.00
		TOTAL CHECK				340.00
231845	00010	09/09/10	48970 SPRINT SPECTRUM	61060	MODEM AIR CARD SRV	2,048.21
231846	00010	09/09/10	51645 KATY BAZURTO	61990	TREE LIGHT BLEACHERS	1,662.00
231847	00010	09/09/10	43133 STERICYCLE INC	61060	MED WASTE DISP SRV	207.40
231848	00010	09/09/10	49589 SILVINA GONZALEZ	61060	CLEANING SRV	3,438.00
231849	00010	09/09/10	44255 SYSCO FOOD SERVICES OF	51020	JANIT/REC SUPS	156.15
231849	00010	09/09/10	44255 SYSCO FOOD SERVICES OF	51020	JANIT/REC SUPS	92.67
231849	00010	09/09/10	44255 SYSCO FOOD SERVICES OF	51010	CREDIT	-210.84
231849	00010	09/09/10	44255 SYSCO FOOD SERVICES OF	51010	JANIT/REC SUPS	858.36
231849	00010	09/09/10	44255 SYSCO FOOD SERVICES OF	51010	JANIT/REC SUPS	381.51
231849	00010	09/09/10	44255 SYSCO FOOD SERVICES OF	51010	JANIT/REC SUPS	22.44
		TOTAL CHECK				1,300.29

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231850	00010	09/09/10	LENA TAM	65111	TAM MONTHLY XPENSES	83.50
231851	00010	09/09/10	ELIZABETH DANSIE	61990	PROFESS SRVS	1,575.00
231852	00010	09/09/10	ALAMEDA POWER EQUIPMENT I	61060	PARK SUPS/SVC	193.20
231852	00010	09/09/10	ALAMEDA POWER EQUIPMENT I	61060	PARK SUPS/SVC	226.18
231852	00010	09/09/10	ALAMEDA POWER EQUIPMENT I	55010	PARK SUPS/SVC	221.31
231852	00010	09/09/10	ALAMEDA POWER EQUIPMENT I	55010	PARK SUPS/SVC	131.68
231852	00010	09/09/10	ALAMEDA POWER EQUIPMENT I	55010	PARK SUPS/SVC	10.34
231852	00010	09/09/10	ALAMEDA POWER EQUIPMENT I	55010	PARK SUPS/SVC	526.79
231852	00010	09/09/10	ALAMEDA POWER EQUIPMENT I	61060	PARK SUPS/SVC	566.69
231852	00010	09/09/10	ALAMEDA POWER EQUIPMENT I	55010	PARK SUPS/SVC	83.19
231852	00010	09/09/10	ALAMEDA POWER EQUIPMENT I	61060	PARK SUPS/SVC	181.94
231852	00010	09/09/10	ALAMEDA POWER EQUIPMENT I	61060	PARK SUPS/SVC	174.36
231852	00010	09/09/10	ALAMEDA POWER EQUIPMENT I	61060	PARK SUPS/SVC	2,315.68
TOTAL CHECK						
231853	00010	09/09/10	TED TODD	61520	POLYGRAPH TESTING	1,200.00
231853	00010	09/09/10	TED TODD	61520	POLYGRAPH TESTING	1,200.00
231853	00010	09/09/10	TED TODD	61520	POLYGRAPH TESTING	300.00
231853	00010	09/09/10	TED TODD	61520	POLYGRAPH TESTING	900.00
231853	00010	09/09/10	TED TODD	61520	POLYGRAPH TESTING	300.00
TOTAL CHECK						
231854	00010	09/09/10	ULI - URBAN LAND INSTITUT	65100	REGISTRATION FEE	15.00
231855	00010	09/09/10	ULTRA WASH INC	66010	POWER WASH	450.00
231856	00010	09/09/10	US BANCORP OFFICE EQUIPME	66400	RISK COPIER LEASING	674.69
231856	00010	09/09/10	US BANCORP OFFICE EQUIPME	66400	SHARP COPIER LEASE AGMT	1,056.90
TOTAL CHECK						
231857	00010	09/09/10	US BANCORP CARD SERVICES	51070	RANGE SUPP	559.98
231857	00010	09/09/10	US BANCORP CARD SERVICES	51090	UNIFORM SUPP	582.37
231857	00010	09/09/10	US BANCORP CARD SERVICES	55020	BLDG SUPP	214.11
231857	00010	09/09/10	US BANCORP CARD SERVICES	53010	OFFICE SUPP	19.52
231857	00010	09/09/10	US BANCORP CARD SERVICES	51990	MISC OPER SUPP	425.80
231857	00010	09/09/10	US BANCORP CARD SERVICES	51750	COMPUTER SUPP	43.89
231857	00010	09/09/10	US BANCORP CARD SERVICES	51612	MTG REFRESH	356.35
231857	00010	09/09/10	US BANCORP CARD SERVICES	51050	FIRST AID SUPP	22.66
231857	00010	09/09/10	US BANCORP CARD SERVICES	53010	OFFICE SUPP	25.90
231857	00010	09/09/10	US BANCORP CARD SERVICES	61510	INVEST SRVS	200.00
231857	00010	09/09/10	US BANCORP CARD SERVICES	51990	MISC SUPP	123.10
231857	00010	09/09/10	US BANCORP CARD SERVICES	53020	COPY SUPPLIES	754.66
231857	00010	09/09/10	US BANCORP CARD SERVICES	51060	ID/PHOTO SUPP	330.29
231857	00010	09/09/10	US BANCORP CARD SERVICES	61060	CONT SRVS	400.00
231857	00010	09/09/10	US BANCORP CARD SERVICES	53010	OFFICE SUPP	30.82
231857	00010	09/09/10	US BANCORP CARD SERVICES	53010	OFFICE SUPP	20.82
TOTAL CHECK						
231858	00010	09/09/10	US BANCORP CARD SERVICES	53010	OFFICE SUPPLIES	37.25
231858	00010	09/09/10	US BANCORP CARD SERVICES	51010	OFFICE SUPPLIES	144.10
231858	00010	09/09/10	US BANCORP CARD SERVICES	51750	COMPUTER SUPPLIES	106.98
231858	00010	09/09/10	US BANCORP CARD SERVICES	51990	OPERATING SUPPLIES	72.00
TOTAL CHECK						
231859	00010	09/09/10	US BANCORP CARD SERVICES	65140	TRAVEL EXPENSE	562.15

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231859	00010	09/09/10	US BANCORP	51750	COMPUTER SUPPLIES	120.73
231859	00010	09/09/10	US BANCORP	51750	COMPUTER SUPPLIES	65.35
231859	00010	09/09/10	US BANCORP	51750	COMPUTER SUPPLIES	5.45
231859	00010	09/09/10	US BANCORP	53010	OFFICE SUPPLIES	101.22
231859	00010	09/09/10	US BANCORP	53010	OFFICE SUPPLIES	109.50
231859	00010	09/09/10	US BANCORP	53050	FORMS, PRINTING	23.88
231859	00010	09/09/10	US BANCORP	65130	MEALS, LODGING	57.22
231859	00010	09/09/10	US BANCORP	65190	ASSOC MEMBERSHIP	249.00
231859	00010	09/09/10	US BANCORP	53030	BOOKS, MANUALS	805.50
231859	00010	09/09/10	US BANCORP	55040	EQUIP, MACH SUPPL	137.90
231859	00010	09/09/10	US BANCORP	62200	POSTAGE	12.46
231859	00010	09/09/10	US BANCORP	65140	TRAVEL EXPENSES	414.40
231859	00010	09/09/10	US BANCORP	62010	TELEPHONE SRVS	20.00
231859	00010	09/09/10	US BANCORP	65140	TRAVEL EXPENSES	392.40
231859	00010	09/09/10	US BANCORP	65100	CONFERENCES	675.00
231859	00010	09/09/10	US BANCORP	65100	CONFERENCES	890.00
231859	00010	09/09/10	US BANCORP	65100	CONFERENCES	4,642.16
TOTAL CHECK						
231860	00010	09/09/10	US BANCORP	51020	OFFICE SUPP/EQPMNT	110.50
231860	00010	09/09/10	US BANCORP	73020	OFFICE SUPP/EQPMNT	327.17
231860	00010	09/09/10	US BANCORP	53010	OFFICE SUPP/EQPMNT	59.89
TOTAL CHECK						
231861	00010	09/09/10	US BANCORP	65190	MEMBERSHIP	180.00
231861	00010	09/09/10	US BANCORP	65140	TRAVEL EXPENSES	44.00
231861	00010	09/09/10	US BANCORP	61250	PROF DEV	60.00
231861	00010	09/09/10	US BANCORP	53010	SUPPLIES	225.00
TOTAL CHECK						
231862	00010	09/09/10	VALLEY OIL COMPANY	51100	ANNUAL - FUEL	317.63
231862	00010	09/09/10	VALLEY OIL COMPANY	51100	ANNUAL - FUEL	124.70
231862	00010	09/09/10	VALLEY OIL COMPANY	51100	ANNUAL - FUEL	414.13
231862	00010	09/09/10	VALLEY OIL COMPANY	51100	ANNUAL - FUEL	557.74
231862	00010	09/09/10	VALLEY OIL COMPANY	51100	ANNUAL - FUEL	805.54
231862	00010	09/09/10	VALLEY OIL COMPANY	51100	ANNUAL - FUEL	680.13
231862	00010	09/09/10	VALLEY OIL COMPANY	51100	ANNUAL - FUEL	2,899.87
TOTAL CHECK						
231863	00010	09/09/10	VOX NETWORK SOLUTIONS INC	61060	PROFESSIONAL ADVICE	47.50
231864	00010	09/09/10	WALTHER ENGINEERING SERVI	61060	CONSULTING SVCE	346.50
231865	00010	09/09/10	WESTERN MESSENGER SERVICE	62300	MESSENGER	33.38
231866	00010	09/09/10	ANDY WONG	65140	TEEN CAMP TRAVEL EXP REIM	140.15
231866	00010	09/09/10	ANDY WONG	51020	TEEN CAMP TRAVEL EXP REIM	5.29
231866	00010	09/09/10	ANDY WONG	61990	TEEN CAMP TRAVEL EXP REIM	122.00
TOTAL CHECK						
231867	00010	09/09/10	PATRICK WYETH	65130	MEALS TRNG	19.00
231868	00010	09/09/10	YORK INSURANCE SERVICES G	61060	PROF SVCS	10,695.00
231869	00010	09/09/10	ZOLL MEDICAL CORPORATION	66010	OUTSIDE EQUIP REP	2,637.84
TOTAL FUND						
						578,798.48

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						578,798.48

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231870	00010	09/14/10	40861 NANETTE MOCANU	61060	ALAMEDA WINE WALK	325.00
TOTAL FUND						325.00
TOTAL REPORT						325.00

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231871	00010	09/16/10	49332 AT & T LONG DISTANCE	62010	CONFERENCE CALLS	142.25
231872	00010	09/16/10	01247 AA OFFICE EQUIPMENT COMPA	61060	COPYING SUPS/SVC	282.00
231873	00010	09/16/10	28030 ADARQ ENGINE & EQUIPMENT	66010	OUTSIDE EQUIP REP	189.42
231874	00010	09/16/10	46136 AIR EXCHANGE INC	66020	OUTSIDE REPAIR	1,016.66
231875	00010	09/16/10	35508 AIRGAS NCN	51020	HELIUM	34.25
231875	00010	09/16/10	35508 AIRGAS NCN	55030	OXYGEN	42.67
	TOTAL CHECK					76.92
231876	00010	09/16/10	42197 ALAMEDA COUNTY TREASURER	34100	PARKING COLLECTION & DIST	2,875.50
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY SRVS	96.37
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY SRVS	72.55
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY	41.06
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY	1,871.86
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY	870.56
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY SRVS	1,334.54
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY	17.19
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY	44.84
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY	777.16
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY	34.65
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY	30.26
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY	730.33
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY	48.07
231877	00010	09/16/10	00092 ALAMEDA MUNICIPAL POWER	63010	ELECTRICITY SERVICE	12,834.75
	TOTAL CHECK					18,804.19
231878	00010	09/16/10	34893 ALAMEDA MUNICIPAL POWER	66020	PIER 2 ELECTRICAL UPGRADE	72.96
231878	00010	09/16/10	34893 ALAMEDA MUNICIPAL POWER	66020	PIER 2 ELECTRICAL UPGRADE	48.64
	TOTAL CHECK					121.60
231879	00010	09/16/10	32146 BUCHINGER PET MEDICAL SER	61060	CONTRACTUAL SVCS	385.15
231880	00010	09/16/10	31002 ALAMEDA PRINTING SERVICES	53050	FORM PRINTING	511.44
231881	00010	09/16/10	43295 JOSEPH SIEM	55010	LOCKS/KEYS	100.97
231882	00010	09/16/10	00034 ALAMEDA UNIFIED SCHOOL DI	212300	SCHOOL FEES	30,535.96
231883	00010	09/16/10	40924 TOYA M ALEXANDER	61990	INSTRUCTOR	298.80
231883	00010	09/16/10	40924 TOYA M ALEXANDER	61990	INSTRUCTOR	230.40
231883	00010	09/16/10	40924 TOYA M ALEXANDER	61990	INSTRUCTOR	350.40
231883	00010	09/16/10	40924 TOYA M ALEXANDER	61990	INSTRUCTOR	443.62
	TOTAL CHECK					1,323.22
231884	00010	09/16/10	52269 LORRAINE AWAYA	61250	NOTARY CLASS REIMB	194.34
231885	00010	09/16/10	23675 AMERICAN MESSAGING SERVIC	62020	PAGER SERVICE	27.63
231885	00010	09/16/10	23675 AMERICAN MESSAGING SERVIC	62020	PAGER SERVICE	27.63
231885	00010	09/16/10	23675 AMERICAN MESSAGING SERVIC	62020	PAGER SERVICE	27.63
231885	00010	09/16/10	23675 AMERICAN MESSAGING SERVIC	62020	PAGER SERVICE	27.63
231885	00010	09/16/10	23675 AMERICAN MESSAGING SERVIC	62020	PAGER SERVICE	27.64
	TOTAL CHECK					138.16

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231886	00010	09/16/10	50306	DONNA ANGLIM-HULA	55020	55020	FLAGS	1,033.89
231887	00010	09/16/10	28127	ANIMAL CARE EQUIPMENT & S	51990	51990	OPERATING SUPP	159.49
231887	00010	09/16/10	28127	ANIMAL CARE EQUIPMENT & S	51990	51990	OPERATING SUPP	783.41
	TOTAL CHECK							942.90
231888	00010	09/16/10	37749	NESTLE WATERS NORTH AMERI	51611	51611	H2O	53.03
231889	00010	09/16/10	01160	PACIFIC BELL TELEPHONE CO	61087	61087	DISPATCH SRVS	82.15
231890	00010	09/16/10	30632	AT&T	62010	62010	PHONE SVC MASTICK	261.34
231891			46240	AT&T			VOID: MULTI STUB CHECK	
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	15.77
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	15.72
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	16.76
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	15.44
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	20.50
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	15.37
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	15.68
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	15.68
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SERVICE	15.96
231892	00010	09/16/10	46240	AT&T	62010	62010	FAXLINE	16.09
231892	00010	09/16/10	46240	AT&T	62010	62010	TELEPHONE CHGS	15.68
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	35.58
231892	00010	09/16/10	46240	AT&T	62010	62010	TELEPHONE CHGS	30.63
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	17.54
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	16.16
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	19.00
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	16.21
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	16.60
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	17.07
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	18.22
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	15.69
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	17.63
231892	00010	09/16/10	46240	AT&T	62010	62010	PHONE SVC	398.98
	TOTAL CHECK							
231893	00010	09/16/10	26505	BAY AREA COMMUNITY SERVIC	61990	61990	LUNCH SERVICE	1,280.50
231894	00010	09/16/10	46384	CALIFORNIA NEWSPAPERS PAR	67100	67100	LEGAL ADS	135.55
231894	00010	09/16/10	46384	CALIFORNIA NEWSPAPERS PAR	67100	67100	PUBLIC NOTICE ADS	55.15
	TOTAL CHECK							190.70
231895	00010	09/16/10	47547	BAY AREA VETERINARY SPECI	61060	61060	CONTRACTUAL SVCS	240.00
231896	00010	09/16/10	35642	PAUL AVAKIAN	66010	66010	STAMP REPAIR	87.25
231897	00010	09/16/10	51906	TECH HENG	61060	61060	JUMPER RENTAL	488.00
231898	00010	09/16/10	52277	ISABELLE BEALL	37460	37460	PATIENT REFUND	518.52
231899	00010	09/16/10	48409	BEST EQUIPMENT CO	51110	51110	FIRE EXTINGUISHER	9.88
231900			39771	BLAISDELL'S			VOID: MULTI STUB CHECK	

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231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPP/TONER	29.83
231901	00010		09/16/10	39771	BLAISDELL'S	53020	OFFICE SUPP/TONER	65.03
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPP/TONER	29.83
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPP/TONER	29.83
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPPLIES	376.82
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPP/TONER	9.82
231901	00010		09/16/10	39771	BLAISDELL'S	53020	OFFICE SUPP/TONER	65.03
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPP/TONER	29.83
231901	00010		09/16/10	39771	BLAISDELL'S	53020	OFFICE SUPP/TONER	65.03
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPPLIES	219.99
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPPLIES	37.28
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPP/TONER	29.83
231901	00010		09/16/10	39771	BLAISDELL'S	51010	SUPPLIES	864.69
231901	00010		09/16/10	39771	BLAISDELL'S	53020	OFFICE SUPP/TONER	65.03
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPP/TONER	29.83
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPP/TONER	29.83
231901	00010		09/16/10	39771	BLAISDELL'S	53020	OFFICE SUPP/TONER	65.03
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPP/TONER	65.03
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPP/TONER	29.87
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPPLIES	155.40
231901	00010		09/16/10	39771	BLAISDELL'S	53020	OFFICE SUPP/TONER	65.03
231901	00010		09/16/10	39771	BLAISDELL'S	53020	OFFICE SUPP/TONER	65.06
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPPLIES	10.96
231901	00010		09/16/10	39771	BLAISDELL'S	62200	MAILING SUPPLIES	24.13
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPPLIES	3.11
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPPLIES	3.11
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPPLIES	3.11
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPPLIES	3.11
231901	00010		09/16/10	39771	BLAISDELL'S	53010	OFFICE SUPPLIES	3.09
231901	00010		09/16/10	39771	BLAISDELL'S		COPY PAPER	871.63
	TOTAL CHECK					53020		3,473.00
231902	00010		09/16/10	46537	BOUND TREE MEDICAL LLC	51050	MEDICAL SUPPLIES	164.31
231902	00010		09/16/10	46537	BOUND TREE MEDICAL LLC	51050	MEDICAL SUPPLIES	147.08
231902	00010		09/16/10	46537	BOUND TREE MEDICAL LLC	51050	MEDICAL SUPPLIES	2.65
231902	00010		09/16/10	46537	BOUND TREE MEDICAL LLC	51050	MEDICAL SUPPLIES	6.20
231902	00010		09/16/10	46537	BOUND TREE MEDICAL LLC	51050	MEDICAL SUPPLIES	63.03
231902	00010		09/16/10	46537	BOUND TREE MEDICAL LLC	51050	MEDICAL SUPPLIES	70.42
231902	00010		09/16/10	46537	BOUND TREE MEDICAL LLC	51050	MEDICAL SUPPLIES	83.87
231902	00010		09/16/10	46537	BOUND TREE MEDICAL LLC	51050	MEDICAL SUPPLIES	195.68
	TOTAL CHECK					51050	MEDICAL SUPPLIES	733.24
231903	00010		09/16/10	41129	SUSIE BROWN	65100	REIMB NOTARY FEES	297.00
231904	00010		09/16/10	49083	BUTLER ANIMAL HEALTH SUPP	51050	MEDICAL SUPPLIES	586.07
231905	00010		09/16/10	39947	CALTRONICS BUSINESS SYSTE	66400	COPIER MAINT	40.00
231905	00010		09/16/10	39947	CALTRONICS BUSINESS SYSTE	53020	COPIER MAINT AGMT	5.02
231905	00010		09/16/10	39947	CALTRONICS BUSINESS SYSTE	66400	COPIER MAINT	33.51
231905	00010		09/16/10	39947	CALTRONICS BUSINESS SYSTE	66400	COPIER MAINT	37.10
231905	00010		09/16/10	39947	CALTRONICS BUSINESS SYSTE	66400	COPIER MAINT	169.43

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231905	00010		09/16/10	39947	CALTRONICS BUSINESS SYSTE	53020	COPIER MAINT AGMT	14.06
231905	00010		09/16/10	39947	CALTRONICS BUSINESS SYSTE	53020	COPIER MAINT AGMT	27.12
231905	00010		09/16/10	39947	CALTRONICS BUSINESS SYSTE	53020	COPIER MAINT AGMT	27.12
231905	00010		09/16/10	39947	CALTRONICS BUSINESS SYSTE	53020	COPIER MAINT AGMT	27.12
231905	00010		09/16/10	39947	CALTRONICS BUSINESS SYSTE	66400	COPIER MAINT	169.43
231905	00010		09/16/10	39947	CALTRONICS BUSINESS SYSTE	66400	COPIER MAINT	492.96
	TOTAL CHECK							1,042.87
231906	00010		09/16/10	52267	SUSAN CAMPBELL	37430	REFUND-RAP (AFTER SCH)	912.00
231907	00010		09/16/10	52279	CHONG CHAN	64980	RELEASE OF ALL CLAIMS #20	498.46
231908	00010		09/16/10	46468	CHANDLER ASSET MANAGEMENT	61060	INVESTMENT MGMT SVC	3,903.00
231909	00010		09/16/10	51047	CIVICORPS	61060	BATTERY COLLECTION	500.00
231909	00010		09/16/10	51047	CIVICORPS	61060	BATTERY COLLECTION	500.00
231909	00010		09/16/10	51047	CIVICORPS	61060	BATTERY COLLECTION	500.00
	TOTAL CHECK							1,500.00
231910	00010		09/16/10	50951	CLE ENGINEERING INC	61060	S. SHORE LAGOON	6,802.28
231911	00010		09/16/10	45888	COLANTUONO & LEVIN PC	61011	LITIGATION COSTS	2,959.20
231912	00010		09/16/10	52088	RACHEL CRUZCOSA	37430	REFUND-TENNIS	25.00
231913	00010		09/16/10	40410	DAPPER TIRE COMPANY INC	72040	TIRES	259.38
231914	00010		09/16/10	52068	HEALTH TECH PROFESSIONAL	51010	JANITORIAL	269.43
231915	00010		09/16/10	49503	DOUG DE HAAN	65111	MONTHLY EXPENSES	83.50
231916	00010		09/16/10	44471	PETER F DUNCAN	55020	CLOSING CARD SIGNS	669.48
231916	00010		09/16/10	44471	PETER F DUNCAN	53050	CLOSURE SIGNS	280.96
	TOTAL CHECK							950.44
231917	00010		09/16/10	41127	EAST BAY RESTAURANT SUPPL	51020	SR CTR COFFEE MKR	1,077.76
231918	00010		09/16/10	00676	EBMUD	63030	WATER	811.94
231918	00010		09/16/10	00676	EBMUD	63040	SEWER SERVICE	207.68
231918	00010		09/16/10	00676	EBMUD	63030	WATER	3,601.58
231918	00010		09/16/10	00676	EBMUD	63030	WATER SERVICE	517.94
231918	00010		09/16/10	00676	EBMUD	63030	WATER	315.76
231918	00010		09/16/10	00676	EBMUD	63030	AP WATER	4,390.33
231918	00010		09/16/10	00676	EBMUD	63030	WATER	69.42
231918	00010		09/16/10	00676	EBMUD	63030	WATER	78.32
	TOTAL CHECK							9,992.97
231919	00010		09/16/10	51780	ECMS INC	51090	PROTECTIVE CLOTHING	26.34
231919	00010		09/16/10	51780	ECMS INC	51090	PROTECTIVE CLOTHING	135.00
231919	00010		09/16/10	51780	ECMS INC	51090	PROTECTIVE CLOTHING	1,001.47
	TOTAL CHECK							1,162.81
231920	00010		09/16/10	00127	ECONOLITE CONTROL PRODUCT	55040	SIGNAL SUPPLIES	8,829.44
231921	00010		09/16/10	00128	ENCINAL HARDWARE	55010	PARK SUPS	643.76
231921	00010		09/16/10	00128	ENCINAL HARDWARE	55020	BLDG MTNC SUPPLIES	56.25

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231922	00010	09/16/10	00129	55010	PARK MTCE SUPS	700.01
231922	00010	09/16/10	00129	55010	PARK MTCE SUPS	170.35
231922	00010	09/16/10	00129	55010	PARK MTCE SUPS	693.63
231922	00010	09/16/10	00129	55010	PARK MTCE SUPS	414.28
	TOTAL CHECK					1,385.82
231923	00010	09/16/10	00712	62300	MESSENGER SERVICES	170.87
231924	00010	09/16/10	41819	53050	PRINTING SVCS	1,298.77
231925	00010	09/16/10	49858	61060	CATERING	311.76
231926	00010	09/16/10	39940	37270	REFUND LOST BOOK	14.95
231927	00010	09/16/10	49719	37430	REFUND-TENNIS	40.00
231928	00010	09/16/10	29043	72040	TIRES	2,611.25
231929	00010	09/16/10	50195	61060	LEAD PAINT GRANT	9,450.00
231930	00010	09/16/10	00528	55020	SUPPLIES & TOOLS	69.66
231930	00010	09/16/10	00528	55020	SUPPLIES & TOOLS	118.59
231930	00010	09/16/10	00528	55010	POOLS SUPPLIES	321.03
	TOTAL CHECK					509.28
231931	00010	09/16/10	00782	55020	SEWER MTC SUPPLIES	38.72
231932	00010	09/16/10	51353	61050	ZERO WASTE IMPLEMENTATION	1,571.49
231932	00010	09/16/10	51353	61050	ZERO WASTE IMPLEMENTATION	3,561.07
	TOTAL CHECK					5,132.56
231933	00010	09/16/10	51952	67200	BODY SCANS	1,000.00
231934	00010	09/16/10	51282	61010	LEGAL SVCS	174.25
231935	00010	09/16/10	51641	53030	BOOKS	267.77
231936	00010	09/16/10	24747	61060	FASCA REHAB PROJECT	29,400.00
231937	00010	09/16/10	49735	37270	REFUND LOST BOOK	23.93
231938	00010	09/16/10	33430	51010	JANITORIAL SUPS	422.54
231939	00010	09/16/10	01120	51020	PAINT FOR PARKS	143.57
231939	00010	09/16/10	01120	55020	PAINT FOR PARKS	284.42
	TOTAL CHECK					427.99
231940	00010	09/16/10	00408	61060	CONTRACTUAL	1,100.00
231941	00010	09/16/10	51294	66400	COPIER CHARGES	333.96
231942	00010	09/16/10	38977	55020	BLDG SUPPLIES	36.22
231943	00010	09/16/10	33918	51020	PARK SUPPLIES	11.59

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231943	00010	09/16/10	DUANE WATSON	51100	AUTO PARTS	118.40
231943	00010	09/16/10	DUANE WATSON	72010	AUTO PARTS	629.17
231943	00010	09/16/10	DUANE WATSON	72030	AUTO PARTS	151.08
	TOTAL CHECK					910.24
231944	00010	09/16/10	LESAR DEVELOPMENT CONSULT	61060	CONSULTING SVCS	350.00
231944	00010	09/16/10	LESAR DEVELOPMENT CONSULT	61060	CONSULTING SVCS	1,755.00
	TOTAL CHECK					2,105.00
231945	00010	09/16/10	LLOYD F MCKINNEY ASSOCIAT	66020	OUTSIDE BLDG REPAIR	1,359.38
231946	00010	09/16/10	LN CURTIS & SONS INC	51090	PROTECTIVE CLOTHING	252.76
231946	00010	09/16/10	LN CURTIS & SONS INC	51090	PROTECTIVE CLOTHING	108.32
231946	00010	09/16/10	LN CURTIS & SONS INC	51090	PROTECTIVE CLOTHING	116.87
231946	00010	09/16/10	LN CURTIS & SONS INC	51090	PROTECTIVE CLOTHING	108.32
231946	00010	09/16/10	LN CURTIS & SONS INC	51090	PROTECTIVE CLOTHING	252.76
231946	00010	09/16/10	LN CURTIS & SONS INC	51090	PROTECTIVE CLOTHING	272.68
	TOTAL CHECK					1,111.71
231947	00010	09/16/10	LOOMIS ARMORED US LLC	61060	ARMORED CAR SERVICE	1,120.78
231948	00010	09/16/10	MAILFINANCE INC	62200	FOLDER-INSERTER LEASE	55.58
231948	00010	09/16/10	MAILFINANCE INC	62200	FOLDER-INSERTER LEASE	55.59
231948	00010	09/16/10	MAILFINANCE INC	62200	FOLDER-INSERTER LEASE	33.35
231948	00010	09/16/10	MAILFINANCE INC	62200	FOLDER-INSERTER LEASE	55.58
231948	00010	09/16/10	MAILFINANCE INC	62200	FOLDER-INSERTER LEASE	22.23
231948	00010	09/16/10	MAILFINANCE INC	66400	FOLDER-INSERTER LEASE	39.88
231948	00010	09/16/10	MAILFINANCE INC	66400	FOLDER-INSERTER LEASE	15.95
231948	00010	09/16/10	MAILFINANCE INC	66400	FOLDER-INSERTER LEASE	23.93
231948	00010	09/16/10	MAILFINANCE INC	66400	FOLDER-INSERTER LEASE	39.87
231948	00010	09/16/10	MAILFINANCE INC	66400	FOLDER-INSERTER LEASE	39.87
	TOTAL CHECK					381.83
231949	00010	09/16/10	MBIA/MUNISERVICES COMPANY	61030	CAFR DEBT REPORT	450.00
231950	00010	09/16/10	MCDONOUGH HOLLAND & ALLEN	61010	LEGAL SERVICES	4,141.80
231950	00010	09/16/10	MCDONOUGH HOLLAND & ALLEN	61010	LEGAL SVCS	15,315.04
231950	00010	09/16/10	MCDONOUGH HOLLAND & ALLEN	61010	LEGAL SERVICES	3,102.84
	TOTAL CHECK					22,559.68
231951	00010	09/16/10	DAWN MCKENZIE	37170	REFUND-LICENSE	11.00
231952	00010	09/16/10	CHRISTINA MCTIERNAN	37430	REFUND-CLASS	138.00
231953	00010	09/16/10	MARY MITSUDA	61990	MASTICK INSTRUCTOR	45.00
231954	00010	09/16/10	NINYO & MOORE	61050	CONSULTING SVCS	1,047.50
231955	00010	09/16/10	PACIFIC GAS & ELECTRIC CO	63020	GAS SERVICE	55.49
231956	00010	09/16/10	JANOTH INC	61060	PAY PHONE LOW USAGE	78.00
231956	00010	09/16/10	JANOTH INC	62010	JAIL PAY PHONE SRV	78.00
	TOTAL CHECK					156.00
231957	00010	09/16/10	GIOVANETTI INC	55010	HRDWRE/REC SUPS	525.64
231957	00010	09/16/10	GIOVANETTI INC	51020	HRDWRE/REC SUPS	5.90

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231957	00010	09/16/10	GIOVANETTI INC	51010	JANITORIAL SUPPLIES	77.47
231957	00010	09/16/10	GIOVANETTI INC	51020	HRDWRE/REC SUPS	7.69
231957	00010	09/16/10	GIOVANETTI INC	55020	HRDWRE/REC SUPS	62.12
231957	00010	09/16/10	GIOVANETTI INC	51020	HRDWRE/REC SUPS	91.86
231957	00010	09/16/10	GIOVANETTI INC	55030	BLDG SUPPLIES	13.73
231957	00010	09/16/10	GIOVANETTI INC	55010	HRDWRE/REC SUPS	54.70
231957	00010	09/16/10	GIOVANETTI INC	55010	HRDWRE/REC SUPS	839.11
	TOTAL CHECK					
231958	00010	09/16/10	PAGANO'S TC, LLC	51020	REC SUPPLIES	9.87
231959	00010	09/16/10	PARK CENTRE ANIMAL HOSPIT	61060	CONTRACTUAL SVCS	311.86
231960	00010	09/16/10	THOMAS J PAVAO	61060	LIGHT REPAIRS	467.35
231960	00010	09/16/10	THOMAS J PAVAO	61060	LIGHT REPAIRS	900.32
	TOTAL CHECK					1,367.67
231961	00010	09/16/10	PEARSON EDUCATION INC	53030	BOOKS MANUALS	811.59
231962	00010	09/16/10	PETFOOD EXPRESS	51040	ANIMAL FEED	1,558.11
231963	00010	09/16/10	PPM ASSET MANAGEMENT LLC	61060	INVESTMENT MANAGEMENT SER	4,063.83
231964	00010	09/16/10	PITNEY BOWES INC	62200	POSTAGE METER SUPPLIES	265.81
231965	00010	09/16/10	PEDLEY & KNOWLES & COMPAN	51090	GLOVES/SAFETY SUPP	36.06
231965	00010	09/16/10	PEDLEY & KNOWLES & COMPAN	51090	GLOVES/SAFETY SUPP	36.06
231965	00010	09/16/10	PEDLEY & KNOWLES & COMPAN	51090	GLOVES/SAFETY SUPP	36.06
231965	00010	09/16/10	PEDLEY & KNOWLES & COMPAN	51090	GLOVES/SAFETY SUPP	36.06
231965	00010	09/16/10	PEDLEY & KNOWLES & COMPAN	51090	GLOVES/SAFETY SUPP	36.06
231965	00010	09/16/10	PEDLEY & KNOWLES & COMPAN	51090	GLOVES/SAFETY SUPP	36.06
231965	00010	09/16/10	PEDLEY & KNOWLES & COMPAN	51090	GLOVES/SAFETY SUPP	36.07
231965	00010	09/16/10	PEDLEY & KNOWLES & COMPAN	51090	GLOVES/SAFETY SUPP	252.43
	TOTAL CHECK					
231966	00010	09/16/10	PM REALTY GROUP LP	66020	CONSTRUCTION MGMT FEE	3.65
231967	00010	09/16/10	NORA PON	51990	REIMBURSEMENT	64.47
231968	00010	09/16/10	WEST MARINE COMPANY	62020	SATELLITE PHONE CASE	26.05
231969	00010	09/16/10	WEST MARINE COMPANY	51990	MISC BOAT SUPPLY	543.90
231970	00010	09/16/10	LOUIS WONG	62020	CELL PHONE SRVS	21.94
231971	00010	09/16/10	R & S OVERHEAD GARAGE DOO	66020	OUTSIDE EQUIP SUPP	205.43
231971	00010	09/16/10	R & S OVERHEAD GARAGE DOO	66020	OUTSIDE EQUIP SUPP	275.00
	TOTAL CHECK					480.43
231972	00010	09/16/10	RABBIT COPIERS INC	66400	COPIER MNTC	371.90
231972	00010	09/16/10	RABBIT COPIERS INC	66400	COPIER MNTC	371.90
	TOTAL CHECK					743.80
231973	00010	09/16/10	RAY ARMSTEAD & CO	61060	COMPUTER SVCS	2,500.00
231974	00010	09/16/10	RECALL SECURE DESTRUCTION	61060	SHREDDER SVC	55.00
231974	00010	09/16/10	RECALL SECURE DESTRUCTION	61990	PROF SVCS	55.00
	TOTAL CHECK					110.00

FUND - 001 - GENERAL

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
231975	00010	09/16/10	RED CLOUD INC	55030	OTHER MNTC REPAIR	1,786.13
231976	00010	09/16/10	RED OAK E-COMMERCE SOLUTI	61060	PROF SVCS	22.50
231977	00010	09/16/10	RIGHT AWAY REDY MIX INC	55020	CONCRETE	467.10
231978	00010	09/16/10	RENEE KELLOGG	51090	UNIFORMS	608.00
231979	00010	09/16/10	ROSALIE RUSSELL	37430	REFUND-TENNIS	40.00
231980	00010	09/16/10	SCHROEDER-DENT INC	53050	PRINTING	49.39
231981	00010	09/16/10	REGENTS OF THE UNIVERSITY	61990	GROUP TOUR	220.00
231982	00010	09/16/10	SHRED-IT	61990	PROF SVCS	67.50
231983	00010	09/16/10	SHUTE MIHALY & WEINBERGER	61010	LEGAL SERVICES	28,974.50
231984	00010	09/16/10	SIERRA PACIFIC TURF SUPPL	55010	TURF SUPPLIES	3,180.80
231985	00010	09/16/10	SILVERADO AVIONICS INC	55040	RADIO COMMUNICATION	1,228.75
231986	00010	09/16/10	SIX ROBBLEES INC	72010	AUTO PARTS	340.41
231987	00010	09/16/10	SPRINT COMMUNICATIONS COM	61087	DISPATCH SVCS	339.38
231987	00010	09/16/10	SPRINT COMMUNICATIONS COM	61087	DISPATCH SVCS	339.39
			TOTAL CHECK			678.77
231988	00010	09/16/10	STERICYCLE INC	61990	PROF SVCS	153.81
231989	00010	09/16/10	STEVE EGGEN	68100	SPEC EVENT RENTAL	759.01
231990	00010	09/16/10	SUAREZ & MUNOZ CONSTRUCTI	61060	STARGELL CONSTRUCTION	45,955.84
231991	00010	09/16/10	SVENDSEN'S MARINE DISTRIB	66040	APPARATUS REPAIR	237.09
231991	00010	09/16/10	SVENDSEN'S MARINE DISTRIB	66040	APPARATUS REPAIR	327.41
			TOTAL CHECK			564.50
231992	00010	09/16/10	PATRICK IBARRA	61060	CONSULTANT SVCS	13,500.00
231993	00010	09/16/10	ALAMEDA POWER EQUIPMENT I	55010	PARK SUPS/SVC	65.48
231994	00010	09/16/10	TURF STAR INC	55010	PARK EQUIPMENT	7,254.89
231995	00010	09/16/10	TUTOR.COM INC	53080	DATABASE	14,000.00
231996	00010	09/16/10	UK INTERNATIONAL SOCCER C	61990	SOCCER CAMP	2,310.52
231997	00010	09/16/10	UNIQUE MANAGEMENT SERVICE	61060	CONTRACT SVCS	492.25
231998	00010	09/16/10	UNITED SITE SERVICES OF C	68100	PORTABLE TOILETS	109.93
231998	00010	09/16/10	UNITED SITE SERVICES OF C	68100	PORTABLE TOILETS	87.98
231998	00010	09/16/10	UNITED SITE SERVICES OF C	68100	PORTABLE TOILETS	83.83
231998	00010	09/16/10	UNITED SITE SERVICES OF C	68100	PORTABLE TOILETS	109.93
231998	00010	09/16/10	UNITED SITE SERVICES OF C	68100	PORTABLE TOILETS	490.98

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231998	00010	09/16/10	UNITED SITE SERVICES OF C	68100	PORTABLE TOILETS	98.98
231998	00010	09/16/10	UNITED SITE SERVICES OF C	68100	PORTABLE TOILETS	285.88
	TOTAL CHECK					1,267.51
231999	00010	09/16/10	UNIVERSAL BUILDING SVCS &	61060	CLEANING SVC	4,085.00
232000	00010	09/16/10	US BANCORP OFFICE EQUIPME	66400	COPIER MTCE	387.91
232000	00010	09/16/10	US BANCORP OFFICE EQUIPME	66400	COPIER MTCE	360.68
232000	00010	09/16/10	US BANCORP OFFICE EQUIPME	66400	SHARP COPIER/PRINTER LEAS	71.67
232000	00010	09/16/10	US BANCORP OFFICE EQUIPME	66400	SHARP COPIER/PRINTER LEAS	71.68
232000	00010	09/16/10	US BANCORP OFFICE EQUIPME	66400	SHARP COPIER/PRINTER LEAS	143.36
	TOTAL CHECK					1,035.30
232001	00010	09/16/10	US BANCORP CARD SERVICES	53040	SUBSCRIPTION	402.91
232001	00010	09/16/10	US BANCORP CARD SERVICES	67100	NOTICES	3.00
232001	00010	09/16/10	US BANCORP CARD SERVICES	61250	PROF DEV	99.00
232001	00010	09/16/10	US BANCORP CARD SERVICES	53030	BOOKS	232.94
232001	00010	09/16/10	US BANCORP CARD SERVICES	65130	CONF LODGING	207.87
232001	00010	09/16/10	US BANCORP CARD SERVICES	53010	GENERAL OFFICE SUPPLIES	38.29
232001	00010	09/16/10	US BANCORP CARD SERVICES	61250	PROF DEV	99.00
232001	00010	09/16/10	US BANCORP CARD SERVICES	53030	BOOKS	121.75
	TOTAL CHECK					1,204.76
232002	00010	09/16/10	US BANCORP CARD SERVICES	51990	ARPD SUPS/SVC	16.93
232002	00010	09/16/10	US BANCORP CARD SERVICES	51020	ARPD SUPS/SVC	232.39
232002	00010	09/16/10	US BANCORP CARD SERVICES	51750	ARPD SUPS/SVC	1,349.85
232002	00010	09/16/10	US BANCORP CARD SERVICES	61990	ARPD SUPS/SVC	396.65
232002	00010	09/16/10	US BANCORP CARD SERVICES	61060	ARPD SUPS/SVC	517.07
232002	00010	09/16/10	US BANCORP CARD SERVICES	51020	ARPD SUPS/SVC	774.00
232002	00010	09/16/10	US BANCORP CARD SERVICES	51020	ARPD SUPS/SVC	90.25
232002	00010	09/16/10	US BANCORP CARD SERVICES	51020	ARPD SUPS/SVC	300.00
232002	00010	09/16/10	US BANCORP CARD SERVICES	51020	ARPD SUPS/SVC	12.00
232002	00010	09/16/10	US BANCORP CARD SERVICES	51020	ARPD SUPS/SVC	157.25
232002	00010	09/16/10	US BANCORP CARD SERVICES	51020	ARPD SUPS/SVC	180.47
232002	00010	09/16/10	US BANCORP CARD SERVICES	61060	ARPD SUPS/SVC	900.00
232002	00010	09/16/10	US BANCORP CARD SERVICES	53010	ARPD SUPS/SVC	286.89
232002	00010	09/16/10	US BANCORP CARD SERVICES	51990	ARPD SUPS/SVC	120.71
232002	00010	09/16/10	US BANCORP CARD SERVICES	61060	ARPD SUPS/SVC	29.85
	TOTAL CHECK					5,364.31
232003	00010	09/16/10	RON VALENTINE	37430	REFUND-TENNIS	40.00
232004	00010	09/16/10	VALLEY OIL COMPANY	51100	ANNUAL - FUEL	221.64
232004	00010	09/16/10	VALLEY OIL COMPANY	51100	ANNUAL - FUEL	786.84
	TOTAL CHECK					1,008.48
232005	00010	09/16/10	ERNEST CHEN	61990	INSTRUCTOR	117.60
232006	00010	09/16/10	CELLCO PARTNERSHIP	62020	CELL PHONE SRVS	656.38
232006	00010	09/16/10	CELLCO PARTNERSHIP	62020	CELL PHONE SRVS	1,309.16
232006	00010	09/16/10	CELLCO PARTNERSHIP	62020	CELL PHONE SRVS	89.48
232006	00010	09/16/10	CELLCO PARTNERSHIP	62020	CELL PHONE SRVS	89.73
232006	00010	09/16/10	CELLCO PARTNERSHIP	62020	CELL PHONE SRVS	177.68
	TOTAL CHECK					2,322.43
232007			CELLCO PARTNERSHIP		VOID: MULTI STUB CHECK	

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232008	00010	09/16/10	50716	62020	CELL PHONE SVC	35.05
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	353.46
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	56.56
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	71.34
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	39.09
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	1,100.07
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	24.94
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	60.85
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	71.63
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	10.88
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	43.49
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	86.67
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	51.79
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	84.63
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	339.12
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	202.48
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	59.41
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	74.48
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	53.84
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	467.42
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	.42
232008	00010	09/16/10	50716	62020	CELL PHONE SVC	68.83
TOTAL CHECK						3,356.45
232009	00010	09/16/10	46771	62020	CELL PHONE SRVS	141.35
232009	00010	09/16/10	46771	62020	CELL PHONE SRVS	38.16
232009	00010	09/16/10	46771	62020	CELL PHONE SRVS	3,740.21
TOTAL CHECK						3,919.72
232010	00010	09/16/10	44841	51020	FIRST 5 SUPS REIMB	99.93
232011	00010	09/16/10	40350	53030	BOOKS	249.34
232012	00010	09/16/10	49777	55020	SIGNAL SUPPLIES	2,052.33
232012	00010	09/16/10	49777	55040	LED REPLACEMENTS	1,156.04
TOTAL CHECK						3,208.37
232013	00010	09/16/10	52275	64980	RELEASE OF ALL CLAIMS #20	5,360.00
232014	00010	09/16/10	51950	61060	MARINA VILLAGE PIER	208.50
232015	00010	09/16/10	35810	51100	GASOLINE	203.65
232016	00010	09/16/10	47302	51020	BANNERS	439.00
232017	00010	09/16/10	52089	37270	REFUND LOST BOOK	12.95
TOTAL FUND						364,143.00
TOTAL REPORT						364,143.00

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CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	-----DESCRIPTION-----	AMOUNT
232018 - 232030	00010	09/16/10	PAYROLL	EMPLOYEE DEDUCTIONS	105,861.22

TOTAL FUND

105,861.22

TOTAL REPORT

105,861.22

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CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
232031	00010	09/16/10	51906	61060	JUMPER RENTAL	366.00
232032	00010	09/16/10	29436	61060	CASE 362903267	122.00
TOTAL FUND						488.00
TOTAL REPORT						488.00

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1010	35100	HARBOR BAY MARITIME WIRE TRNSF FEE	N 20	1100362-01 PAY EST 3	P 09/03/10	09/03/10	00010 EFT915	0.00	08/26/10 0.00	-6.50
1010	35100	HARBOR BAY MARITIME WIRE TRNSF FEE	N 20	1100360-01 PAY EST 2	P 09/07/10	09/07/10	00010 EFT917	0.00	09/01/10 0.00	-6.50
1010	35100	HARBOR BAY MARITIME WIRE TRNSF FEE	N 20	1100360-01 PAY EST 3	P 09/07/10	09/07/10	00010 EFT918	0.00	09/01/10 0.00	-6.50
1010	35100	HARBOR BAY MARITIME WIRE TRNSF FEE	N 20	1100362-01 PAY EST 2	P 09/07/10	09/07/10	00010 EFT921	0.00	09/01/10 0.00	-6.50
1010	35100	HARBOR BAY MARITIME WIRE TRNSF FEE	N 20	1100362-01 PAY EST 4	P 09/07/10	09/07/10	00010 EFT920	0.00	08/26/10 0.00	-6.50
1010	35100	HARBOR BAY MARITIME WIRE TRNSF FEE	N 20	1100366-01 PAY EST 4	P 09/07/10	09/07/10	00010 EFT916	0.00	07/30/10 0.00	-6.50
1010	35100	HARBOR BAY MARITIME WIRE TRNSF	N 20	1100362-01 PAY EST 3	P 09/07/10	09/07/10	00010 EFT919	0.00	08/26/10 0.00	-6.50
TOTAL VENDOR CHECK AMT										
TOTAL VENDOR NET PAYABLE										
TOTAL NON-DEPARTMENTAL CHECK AMT										
TOTAL NON-DEPARTMENTAL NET PAYABLE										
3112	61250 EC4	ALAMEDA COUNTY SHERI TUITION TRNG	N 20	1101123-01 SEPT 2010	09/10/10	09/02/10	00010 231513	0.00	08/18/10 0.00	-108.00
3112	65130 LL3	JENNIFER R BASHAM MEALS MILES TRNG	N 20	1101124-01 SEPT10	09/10/10	08/26/10	00010 231364	0.00	08/18/10 0.00	-190.00
3112	65110 LL3	JENNIFER R BASHAM MEALS MILES TRNG	N 20	1101124-02 SEPT10	09/10/10	08/26/10	00010 231364	0.00	08/18/10 0.00	-242.30
TOTAL VENDOR CHECK AMT										
TOTAL VENDOR NET PAYABLE										
TOTAL POLICE ADMIN SERVICES CHECK AMT										
TOTAL POLICE ADMIN SERVICES NET PAYABLE										
3210	66040 EC5	WILLIAM REEDER APPARATUS REPAIR	M 20	1101156-01 092010A	09/08/10	09/02/10	00010 231572	0.00	09/20/10 0.00	-3246.90

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TOTAL GENERAL CHECK AMT								-3246.90
TOTAL GENERAL NET PAYABLE								-3246.90
TOTAL GENERAL CHECK AMT								-3832.70
TOTAL GENERAL NET PAYABLE								-3832.70

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FUND - 227 - COMMERCIAL REVITALIZATION

CHARGE CODE	ACCOUNT CONTROL	VENDOR DESCRIPTION	1099 T/C	ENCUMBRANCE INVOICE	TRANSACTION DATE	PROJECT ACCOUNT	CASH ACCT CHECK NO	SALES TAX USE TAX	DISC DATE DISC AMT	CHECK AMT NET PAYABLE
674066	61060 LL2	BLUE HERON CATERING LUNCH MEETING	N 20	1100071-01 1031	09/08/10 07/29/10	674066 61060	00010 230825	0.00 0.00	07/15/10 0.00	-900.60 -900.60
TOTAL MKTG/BUSINESS ATTRACT CHECK AMT -900.60										
TOTAL MKTG/BUSINESS ATTRACT NET PAYABLE -900.60										
TOTAL COMMERCIAL REVITALIZATION CHECK AMT -900.60										
TOTAL COMMERCIAL REVITALIZATION NET PAYABLE -900.60										

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FUND - 249 - REHAB CDBG HOUSING LOAN

CHARGE CODE	ACCOUNT CONTROL	VENDOR DESCRIPTION	1099 ENCUMBRANCE T/C INVOICE	TRANSACT PROJECT CHK DATE ACCOUNT	CASH ACCT CHECK NO	SALES TAX USE TAX	DISC DATE DISC AMT	CHECK AMT NET PAYABLE
249	20250	US DEPT OF HOUSING & N CDBG INT EARNED	20 FY 09-10	09/15/10 09/16/10	00010 EFT923	0.00 0.00	09/10/10 0.00	8663.06 8663.06
TOTAL REHAB CDBG HOUSING LOAN CHECK AMT								8663.06
TOTAL REHAB CDBG HOUSING LOAN NET PAYABLE								8663.06
TOTAL REHAB CDBG HOUSING LOAN CHECK AMT								8663.06
TOTAL REHAB CDBG HOUSING LOAN NET PAYABLE								8663.06

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FUND - 280 - ATHLETIC RECREATION TRUST

CHARGE CODE	ACCOUNT CONTROL	VENDOR DESCRIPTION	1099 T/C	ENCUMBRANCE INVOICE	TRANSACT CHK DATE	PROJECT ACCOUNT	CASH ACCT CHECK NO	SALES TAX USE TAX	DISC DATE DISC AMT	CHECK AMT NET PAYABLE
280925	61060 EC2	TECH HENG JUMPER RENTAL	M 20	1101329-01 1031	09/16/10 09/16/10	280925 61060	00010 231897	0.00 0.00	08/27/10 0.00	-488.00 -488.00
TOTAL CITY EMPLOYEE PICNIC CHECK AMT -488.00										
TOTAL CITY EMPLOYEE PICNIC NET PAYABLE -488.00										
TOTAL ATHLETIC RECREATION TRUST CHECK AMT -488.00										
TOTAL ATHLETIC RECREATION TRUST NET PAYABLE -488.00										

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FUND - 310 - CAPITAL IMPROVE PROJ

CHARGE CODE	ACCOUNT CONTROL	VENDOR DESCRIPTION	1099 T/C INVOICE	TRANSACT PROJECT CHK DATE ACCOUNT	CASH ACCT CHECK NO	SALES TAX USE TAX	DISC DATE DISC AMT	CHECK AMT NET PAYABLE
90915	36100	ALAMEDA MUNICIPAL SOLAR LIBRARY	20 SOLAR LIB	09/14/10 90915 09/14/10 36100	00010 EFT922	0.00 0.00	09/13/10 0.00	365000.00 365000.00

TOTAL SOLAR POWER LIBRARY CHECK AMT
TOTAL SOLAR POWER LIBRARY NET PAYABLE
TOTAL CAPITAL IMPROVE PROJ CHECK AMT
TOTAL CAPITAL IMPROVE PROJ NET PAYABLE

365000.00
365000.00
365000.00
365000.00

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FUND - 621.1 - HARBOR BAY FERRY (EAST)

CHARGE CODE	ACCOUNT CONTROL	VENDOR DESCRIPTION	1099 T/C	ENCUMBRANCE INVOICE	TRANSACTION DATE	PROJECT ACCOUNT	CASH ACCT CHECK NO	SALES TAX USE TAX	DISC DATE DISC AMT	CHECK AMT NET PAYABLE
06211	61060	HARBOR BAY MARITIME E. END SUBSIDY	N 20	1100366-01 PAY EST 4	09/07/10		00010 EFT916	0.00	07/30/10 0.00	12102.00
06211	61060	HARBOR BAY MARITIME BAY BREEZE ENGINE	N 20	1100360-01 PAY EST 2	09/07/10		00010 EFT917	0.00	09/01/10 0.00	40306.11
06211	61060	HARBOR BAY MARITIME BAY BREEZE ENGINE	N 20	1100360-01 PAY EST 3	09/07/10		00010 EFT918	0.00	09/01/10 0.00	98370.10
TOTAL VENDOR CHECK AMT 150778.21										
TOTAL VENDOR NET PAYABLE 150778.21										
TOTAL HARBOR BAY FERRY SERVICE CHECK AMT 150778.21										
TOTAL HARBOR BAY FERRY SERVICE NET PAYABLE 150778.21										
TOTAL HARBOR BAY FERRY (EAST) CHECK AMT 150778.21										
TOTAL HARBOR BAY FERRY (EAST) NET PAYABLE 150778.21										

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DAILY51

FUND - 621.2 - ALA/OAK FERRY (WEST)

CHARGE CODE	ACCOUNT CONTROL	VENDOR DESCRIPTION	1099 T/C	ENCUMBRANCE INVOICE	TRANSACTION DATE	PROJECT ACCOUNT	CASH ACCT CHECK NO	SALES TAX USE TAX	DISC DATE DISC AMT	CHECK AMT NET PAYABLE
90905	61060	HARBOR BAY MARITIME PISCES INSURANCE	N 20	1100362-01 PAY EST 3	P 09/03/10	90905 61060	00010 EFT915	0.00 0.00	08/26/10 0.00	6443.14 6443.14
90905	61060	HARBOR BAY MARITIME PISCES INSURANCE	N 20	1100362-01 PAY EST 2	P 09/07/10	90905 61060	00010 EFT921	0.00 0.00	09/01/10 0.00	8522.14 8522.14
90905	61060	HARBOR BAY MARITIME PISCES INSURANCE	N 20	1100362-01 PAY EST 3	P 09/07/10	90905 61060	00010 EFT919	0.00 0.00	08/26/10 0.00	45151.04 45151.04
90905	61060	HARBOR BAY MARITIME PISCES INSURANCE	N 20	1100362-01 PAY EST 4	P 09/07/10	90905 61060	00010 EFT920	0.00 0.00	08/26/10 0.00	47351.92 47351.92
TOTAL VENDOR CHECK AMT										107468.24
TOTAL VENDOR NET PAYABLE										107468.24
TOTAL AOF'S SPARE VESSELS CHECK AMT										107468.24
TOTAL AOF'S SPARE VESSELS NET PAYABLE										107468.24
TOTAL ALA/OAK FERRY (WEST) CHECK AMT										107468.24
TOTAL ALA/OAK FERRY (WEST) NET PAYABLE										107468.24
TOTAL REPORT CHECK AMT										626688.21
TOTAL REPORT NET PAYABLE										626688.21

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Ann Marie Gallant
Interim City Manager

Date: September 21, 2010

Re: Accept the Quarterly Sales Tax Report for the Period Ending March 31,
2010

BACKGROUND

This report summarizes the sales tax transactions for the period January 1 through March 31, 2010, which is the basis for sales tax revenues received by the City between April 1, 2010, and June 30, 2010. For purposes of this report, sales tax revenues exclude Proposition 172 funds, the allocation from the statewide pool for public safety services.

DISCUSSION

Sales tax continues to be the fourth largest source of General Fund revenue for the City of Alameda, representing 7.5% of total projected revenues for FY09-10. Proposition 172 revenue, projected as \$0.54 million, when combined with local sales, increases the percentage of total sales to 8.3% of all General Fund revenues.

Taxable sales transactions in Alameda for the period ending March 31, 2010, decreased 4.8%, or \$63,929, from the same quarter in the prior fiscal year. This decrease of 4.8% is shown on the tables on the following page, which reflect sales by Economic Category and sales by Geographic Area). The top 25 businesses in Alameda represent 55%, or \$702,314, of the quarter's sales transactions. The top 100 businesses represent 82%, or \$1,047,086, of the quarter's sales transactions.

A 13-quarter historical comparison of per capita sales in Alameda to other local cities is illustrated in Exhibit 1. Additional exhibits have been included in this report that summarize the history of sales tax for the City's major industry groups (Exhibit 2), and a sales tax update, which provides information about Alameda and the economic outlook for California (Exhibit 3).

Following is a comparison of the key economic categories with subcategory detail.

	Total Sales Transactions	1st Quarter 2010		1st Quarter 2009	
Percent Change	Economic Category	Total	Percent of Total	Total	Percent of Total
29.7%	Transportation & Fuel	\$223,114	17.5%	\$171,970	12.8%
0.4%	Food & Drugs	\$180,480	14.1%	\$179,800	13.4%
18.3%	General Consumer Goods	\$208,565	16.3%	\$176,324	13.2%
-29.1%	Business & Industry	\$374,570	29.3%	\$528,335	39.4%
10.6%	Restaurants & Hotels	\$245,562	19.3%	\$222,018	16.5%
-28.5%	Building & Construction	\$44,643	3.5%	\$62,416	4.7%
-4.8%	Total - Quarter	\$1,276,934	100.0%	\$1,340,863	100.0%

Building and construction decreased by 28.5%, or \$17,773, primarily as a result of a decline in contractor sales and sales of building materials. Business and Industry declined 29.1%, or \$153,765 as a result prior quarter adjustments in the Office Supplies and Furniture sector. Transportation and Fuel increased by 29.7%, or \$51,144, reflecting increases in gasoline prices and sales at automotive stores.

A comparison of the geographic generation of sales tax for the first quarter of calendar year 2010, as compared to the same period in 2009, shows an overall loss of 4.8%, or \$63,929, largely due to prior period adjustments in the Marina Village Business Park and in reduced sales in the Marina Village Shopping Center areas. These decreases were primarily in the Business and Industry segment. Increases were noted in the Park Street North of Lincoln and Bridgeside Center areas resulting from the Auto and Transportation and the Restaurant and Hotel segments.

	Total Sales Transactions	1st Quarter 2010		1st Quarter 2009	
Percent Change	Geographic Area	Total	Percent of Total	Total	Percent of Total
16.1%	Park – North of Lincoln	\$120,572	9.5%	\$103,875	7.6%
11.6%	Park – South of Lincoln	\$152,175	11.9%	\$136,301	10.2%
7.2%	Webster – North of Lincoln	\$81,723	6.4%	\$76,207	5.7%
-1.5%	Webster – South of Lincoln	\$27,294	2.1%	\$27,697	2.1%
14.0%	Bridgeside Center	\$46,199	3.6%	\$40,522	3.0%
17.3%	Alameda Towne Centre	\$257,613	20.2%	\$219,537	16.4%
-7.8%	Marina Village Shopping Center	\$35,646	2.8%	\$38,661	2.9%
-3.7%	Harbor Bay Landing	\$35,657	2.8%	\$37,025	2.8%
-128.9%	Marina Village Business Park	(\$40,478)	-3.2%	\$139,947	10.4%
8.7%	Harbor Bay Business Park	\$51,151	4.0%	\$47,060	3.5%
7.5%	All Other Areas	\$509,382	39.9%	\$474,031	35.4%
-4.8%	Total - Quarter	\$1,276,934	100.0%	\$1,340,863	100.0%

FINANCIAL IMPACT

As of June 30, 2010, fiscal year sales tax revenues were \$4,438,089, or 87%, of the \$5.1 million projected for FY09-10. In comparison, in the prior fiscal year, sales tax revenues were 96% of the \$5.1 million projection. The decrease of 9% was due to prior period adjustments by the Board of Equalization.

RECOMMENDATION

Accept the Quarterly Sales Tax Report for the period ending March 31, 2010.

Respectfully submitted,



Lisa Goldman
Deputy City Manager

Approved as to funds and account,



Fred Marsh
Controller

Exhibits:

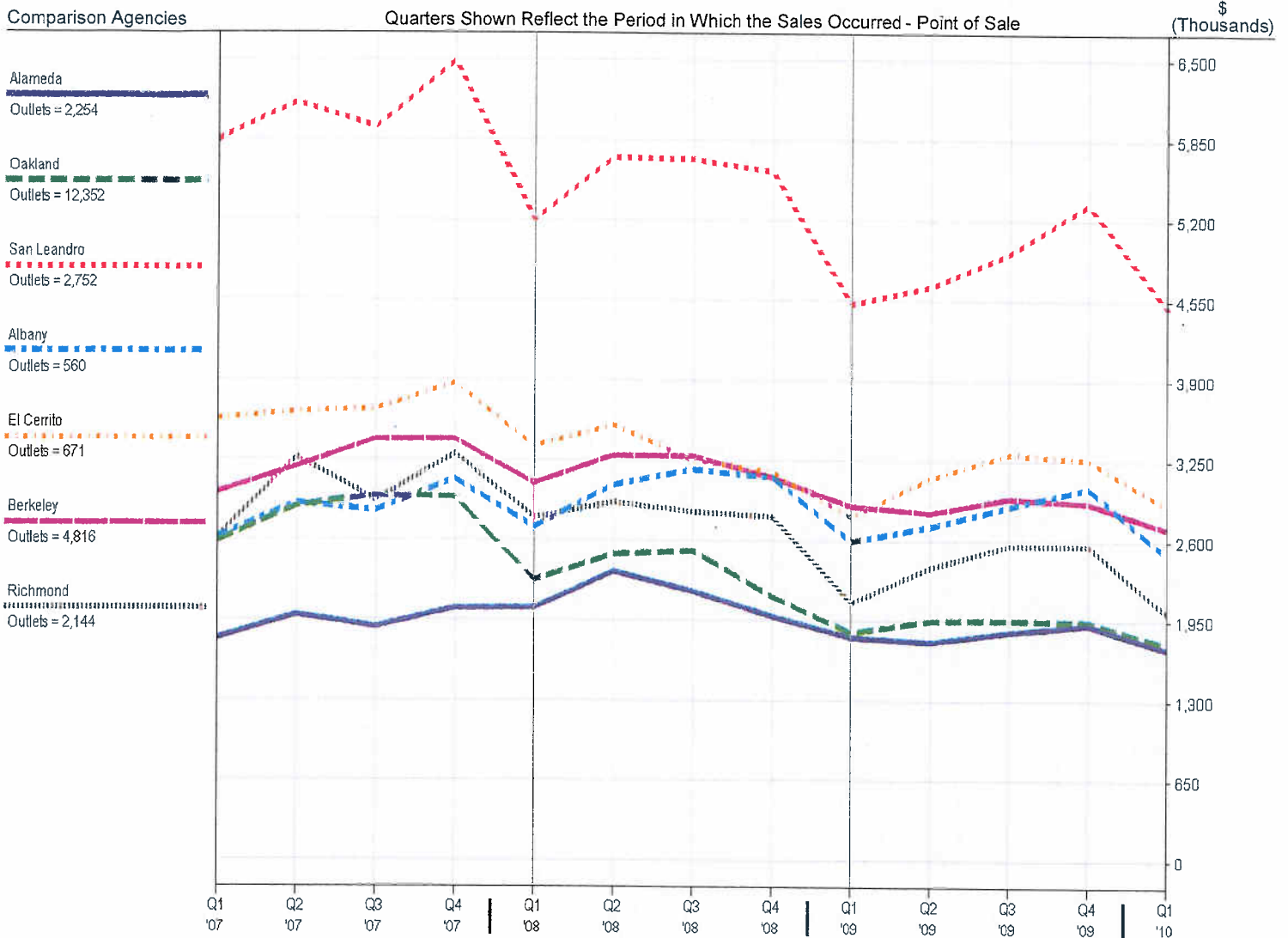
- 1 – Per Capita Sales in Local Cities, Historical Comparison
- 2 – Major Industry Groups, Historical Comparison
- 3 – City of Alameda Sales Tax Update

cc: Rob Ratto, PSBA
Harry Hartman, GABA
Kathy Moehring, WABA
Renee Kellogg, Alameda Chamber of Commerce

CITY OF ALAMEDA ALL BUSINESS TYPES - 13 QUARTER HISTORY

Adjusted by moving retroactive payments with an absolute value of \$5,000 or more into the quarter the sale was generated

Chart Description: This chart compares *per capita* sales to that of other jurisdictions. The prior 12 quarters are shown graphically for historical reference purposes. **Allocations have been adjusted to reflect economic data.**



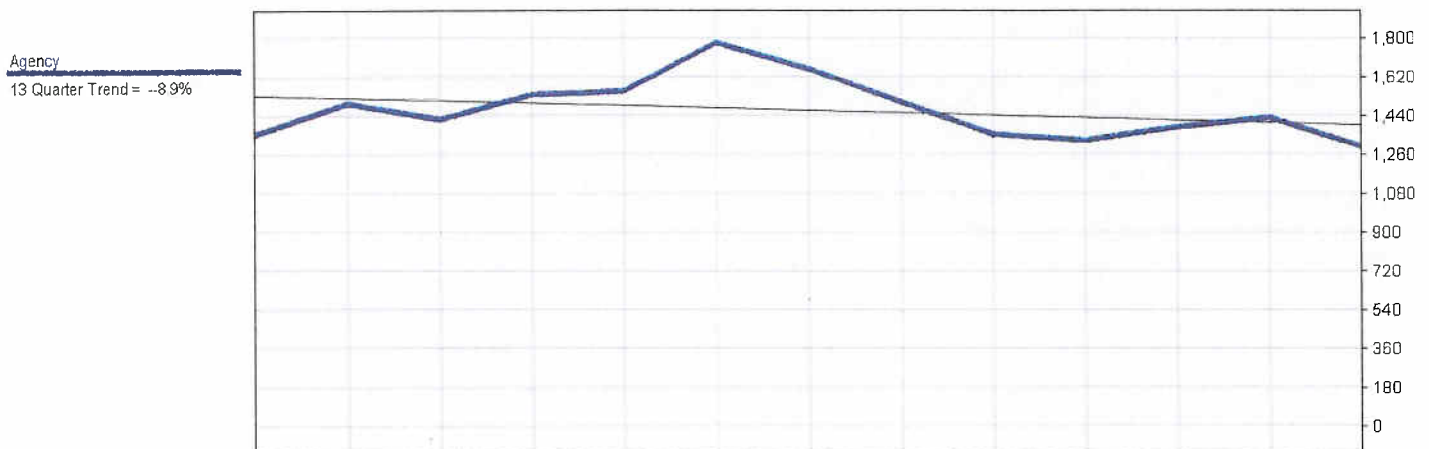
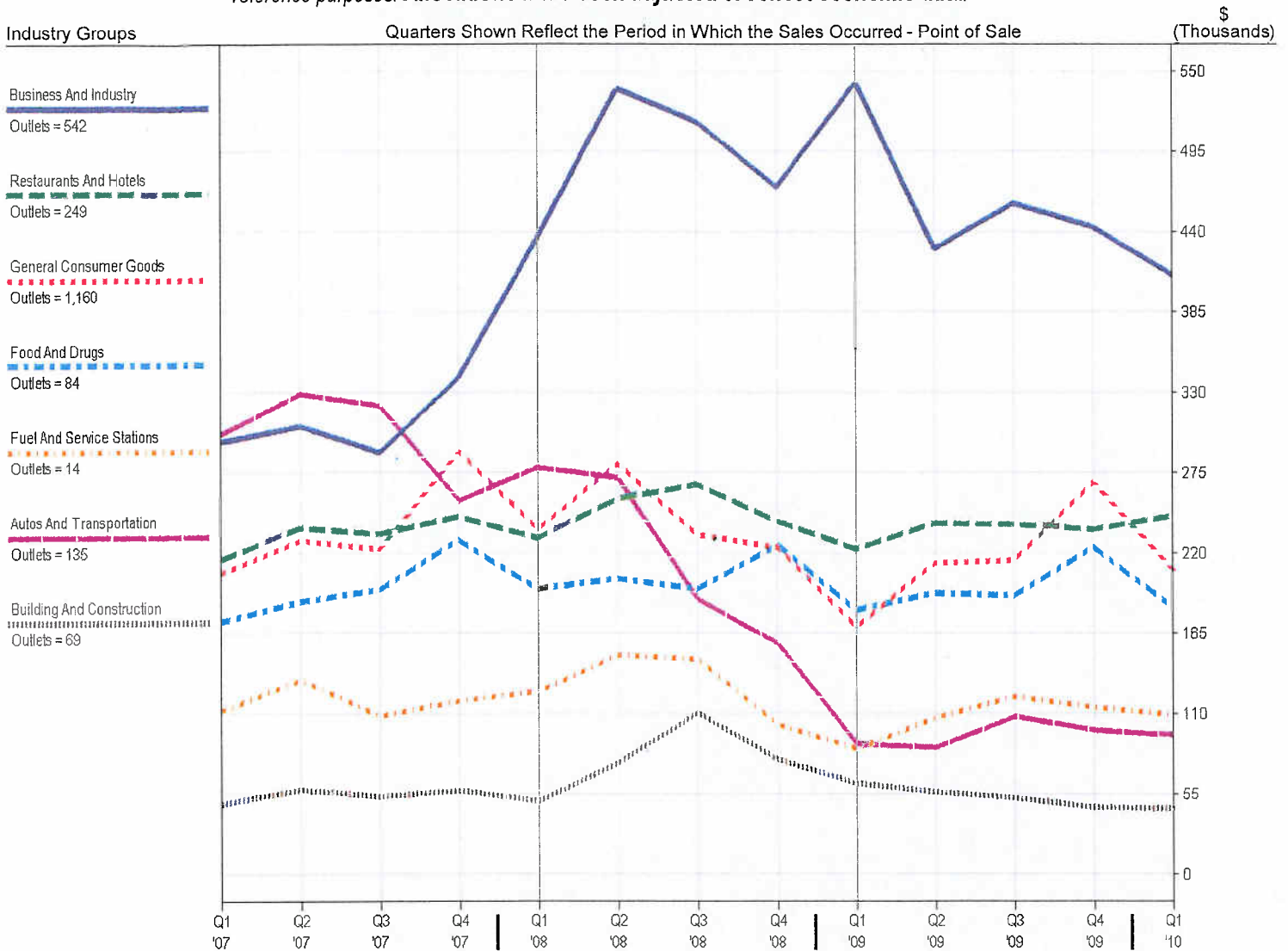
**City Council
Exhibit 1 to
Agenda Item #4-C
09-21-10**



CITY OF ALAMEDA MAJOR INDUSTRY GROUPS - 13 QUARTER HISTORY

Adjusted by moving retroactive payments with an absolute value of \$5,000 or more into the quarter the sale was generated

Chart Description: This chart compares sales tax for the Major Industry Groups. The prior 12 quarters are shown graphically for historical reference purposes. **Allocations have been adjusted to reflect economic data.**



**City Council
Exhibit 2 to
Agenda Item #4-C
09-21-10**

Q1 2010



City of Alameda Sales Tax *Update*

Second Quarter Receipts for First Quarter Sales (Jan-Mar 2010)

Alameda In Brief

Receipts from first quarter sales were down 3.3% compared to the same period one year earlier.

The Business & Industry group showed the largest decline as business services, office supplies/furniture and light industrial/printers groups were all down by double digits. A temporary reporting aberration skewed the business services comparison; whereas closeouts reduced office supplies/furniture results.

The contractor group, recently elevated by use tax payments related to bridge construction, reverted to pre-construction levels.

Family apparel sales were up much as they were in the region and state, but local gains received an extra boost from the new Kohls. Service stations, generally up on higher prices, also benefited from the reopening of a closed business. The boats/motorcycles segment showed sales increases.

Excluding accounting adjustments, all of Alameda County was up 3.1%; sales in the Bay Area grew 2.7%

SALES TAX BY MAJOR BUSINESS GROUP



TOP 25 PRODUCERS In Alphabetical Order

ABB Concise	Operon Technologies
Abbott Diabetes Care	Penumbra
Alameda Electrical	Power Partners
Bed Bath & Beyond	Safeway
Chevron USA	Safeway Fuel Center
Cruising Yachts	Standard Process No California
CVS Pharmacy	Sushi House
Kohls	TJ Maxx
La Pinata	Trader Joes
Lucky Market	Walgreens
McDonalds	Webster 76
Nob Hill Food/Fuel	Xtra Oil
Officemax	

REVENUE COMPARISON

Four Quarters – Fiscal Year To Date

	2008-09	2009-10
Point-of-Sale	\$6,316,520	\$5,555,752
County Pool	772,347	721,061
State Pool	3,266	4,983
Gross Receipts	\$7,092,133	\$6,281,795
Cty/Cnty Share	(354,607)	(314,090)
Net Receipts	\$6,737,526	\$5,967,706
Less Triple Flip*	\$(1,684,382)	\$(1,491,926)

*Reimbursed from county compensation fund

**City Council
Exhibit 3 to
Agenda Item #4-C
09-21-10**

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www.hdicon

Statewide Results

Adjusted for accounting aberrations, California's local sales and use tax revenues from the first quarter of 2010 were 1% higher than the same quarter one year ago. This marks the first year-over-year gain in statewide sales in two and one-half years.

For most agencies, the increase came almost exclusively from the 33% recovery in fuel prices since first quarter 2009. An early Easter also helped boost receipts from discount department stores and value priced apparel while year-end bonuses, the prior stock market rally and manufacturer incentives produced auto sales gains in some high income communities.

Geographically, the central and northern coastal areas of California did better than the rest of the state. However, the only solid across-the-board increases occurred in a few areas surrounding the technology centers of Silicon Valley.

Projections for a Tepid Recovery Continue

Statewide, declines in local sales and use tax revenues are generally thought to have "bottomed out" and expectations are for moderate gains in local allocations over the next two quarters. Rising fuel prices, stimulus rebates for energy-related purchases, inventory rebuilding by retailers and manufacturers and a temporary slump in consumer savings to satisfy pent up demand are all expected to have a positive impact on revenues.

Aggressive manufacturer incentives are also projected to improve new car sales over the next few quarters although the taxable values of the units sold will be far less than at the peak of the credit bubble when 40% of all California new car sales were financed from home equity loans which had encouraged more expensive purchases. However the increases are anticipated to taper off in the last half of the fis-

cal year as inventory rebuilding winds down and various federal stimulus and tax incentive programs are phased out. Overall year-end gains are expected to be modest except in jurisdictions benefitting from new development or specific business/retail segments.

The current consensus is that California's fiscal problems, high unemployment and a continued slump in construction activity make significant recovery in tax revenues unlikely before 2012-2013.

Local Add-On Sales Tax Measures Approved

All six proposals for sales tax add-ons were approved in June as voters continued to exhibit an openness to financing services in their immediate communities where they have more input and control.

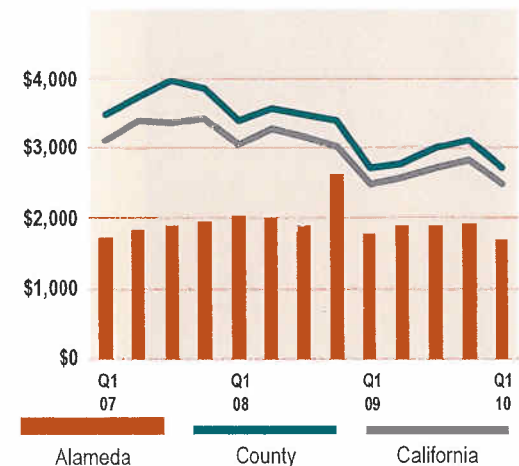
New taxes were approved in the cities of Callexico, Cathedral City, Cotati, Rohnert Park and Woodland. Davis approved continuation of an existing tax that was about to sunset.

This brings the number of agencies

with one or more "transactions tax" districts to 78 cities and 27 counties. While sales tax is collected on all purchases and allocated to where the sale is negotiated, the local "transactions tax" is collected and distributed for purchases in only the levying jurisdiction where the goods are delivered, consumed or registered.

A dozen agencies are considering similar measures for the November 2010 ballot.

SALES PER CAPITA



ALAMEDA TOP 15 BUSINESS TYPES

Business Type	Alameda		County	HdL. State
	Q1 '10*	Change	Change	Change
Health/Medical	\$284.7	9.2%	-14.0%	-4.5%
Service Stations	127.7	50.8%	29.9%	28.0%
Restaurants No Alcohol	120.2	5.4%	-1.9%	-3.3%
Grocery Stores Liquor	102.3	4.2%	0.3%	-3.5%
Restaurants Liquor	75.1	15.3%	3.2%	5.0%
Family Apparel	67.4	63.4%	14.9%	13.6%
Drug Stores	54.9	-1.6%	-5.0%	-1.7%
Restaurants Beer And Wine	46.3	17.7%	-3.4%	-6.1%
Boats/Motorcycles	44.7	31.0%	124.0%	-23.6%
Specialty Stores	41.0	-3.0%	-1.3%	-3.7%
Light Industrial/Printers	39.2	35.8%	-19.5%	-10.4%
Business Services	26.6	-59.5%	-11.6%	-12.5%
Home Furnishings	24.5	7.0%	-1.3%	-1.7%
Electrical Equipment	21.4	-7.2%	-5.1%	1.4%
Plumbing/Electrical Supplies	18.0	5.4%	62.8%	3.0%
Total All Accounts	\$1,276.9	-4.8%	1.0%	0.8%
County & State Pool Allocation	185.0	8.2%		
Gross Receipts	\$1,462.0	-3.3%		
City/County Share	(73.1)	3.3%		
Net Receipts	\$1,388.9	-3.3%		

*In thousands

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Ann Marie Gallant
Interim City Manager

Date: September 21, 2010

Re: Accept the Quarterly Treasury Report for the Period Ended June 30,
2010

BACKGROUND

Each fiscal quarter an Investment Summary Report is provided to the City Council for review, per City policy. The report includes all cash available at quarter-end summarized in five major categories: 1) cash on hand – includes funds in petty cash, change boxes, and vault; 2) cash on deposit – funds in checking and payroll bank accounts; 3) working capital – funds on deposit with the Local Agency Investment Fund (LAIF); 4) idle cash – funds under management by registered investment advisors (RIAs); and 5) bond proceeds – funds on deposit with trustees or fiscal agents. Exhibit 2 to this report is the Treasury Report for the fiscal quarter ending June 30, 2010.

DISCUSSION

As of June 30, 2010, the City's cash assets were as follows:

June 30, 2010

Cash-on-hand	\$ 8,040
Cash-on-deposit	1,575,823
Working capital	38,427,769
Idle cash	80,833,909
Bond proceeds	23,242,463
Total	\$144,088,004

The cash management portfolio summary also identifies the City's invested idle cash, as well as funds invested for various assessment district and bond funds. Detail as to rate, yield, maturity date, par, and market value are also included.

All investments have been made in accordance with the provisions of the City's approved Investment Policy. The City of Alameda's expenditure requirements for the next 180 days are more than sufficiently covered by anticipated revenues from City operations and liquidity from cash on hand, working capital, or maturing investments.

FINANCIAL IMPACT

As of June 30, 2010, the City had received 126% of the budgeted interest income for FY09-10.

RECOMMENDATION

Accept the Quarterly Treasury Report for the period ending June 30, 2010.

Respectfully submitted,



Lisa Goldman
Deputy City Manager

Approved as to funds and account,



Fred Marsh
Controller

Exhibits:

1. Review Letter from Kevin Kennedy, City Treasurer
2. Investment Portfolio Summary Report

cc: Kevin Kennedy, City Treasurer



City of Alameda • California


September 21, 2010

Honorable Mayor and City Council:

I have reviewed the City of Alameda's Treasury Report for the quarter ending June 30, 2010, and find that it complies with the Investment Policy established by my office.

The interest of the Council is always appreciated.

Sincerely,



Kevin Kennedy
City Treasurer

KK/lg

CITY OF ALAMEDA
INVESTMENT PORTFOLIO FOR THE QUARTER ENDING JUNE 30, 2010

INVESTMENT SUMMARY

	BOOK VALUE	PERCENT OF TOTAL	AVERAGE REMAINING LIFE DAYS	AVERAGE YIELD	PAR VALUE	MARKET VALUE*
1 CASH ON HAND	\$8,040.00	0.0056%	1	0.0000%	\$8,040.00	\$8,040.00
2 CASH ON DEPOSIT	1,575,823.12	1.1045%	1	0.1264%	1,575,823.12	1,575,823.12
3 CERTIFICATES OF DEPOSIT	190,000.00	0.1332%	218	0.9000%	190,000.00	190,000.00
4 FEDERAL/AGENCY ISSUES	54,350,729.34	38.0957%	814	1.9483%	53,675,000.00	55,475,368.42
5 MEDIUM-TERM NOTES	24,142,728.10	16.9222%	1462	2.3324%	23,345,000.00	24,437,275.44
6 INVESTMENTS WITH TRUSTEES	23,242,462.74	16.2912%	151	1.4826%	23,242,462.74	23,242,462.74
7 FIDELITY INSTITUTIONAL GOVERNMENT	731,265.50	0.5126%	49	5.1431%	731,265.50	731,265.50
8 LOCAL AGENCY INVESTMENT FUND	38,427,768.69	26.9349%	1	0.5600%	38,427,768.69	38,427,768.69
TOTAL INVESTMENT PORTFOLIO	\$142,668,817.49	100.0000%			\$141,195,360.05	\$144,088,003.91

GENERAL FUND ONLY ALL FUNDS

* Market Value from sources including:

--PFM Asset Management
--Chandler Asset Management
--Bank of New York
--Union Bank

2008-09 INTEREST INCOME	\$865,558	\$4,873,573
2009-10 ESTIMATED INTEREST INCOME **	\$1,200,000	\$3,043,775
YEAR-TO-DATE INTEREST INCOME (ESTIMATED)	\$1,769,372	\$3,845,889
PERCENT OF INTEREST RECEIVED TO DATE	147.45%	126.35%

** not all funds budget for interest earnings

CITY WEIGHTED AVERAGE YIELD	1.56%
CITY WEIGHTED AVERAGE LIFE IN DAYS	583

I VERIFY THAT THIS INVESTMENT PORTFOLIO IS IN CONFORMITY WITH ALL STATE LAWS AND THE CITY'S INVESTMENT POLICY WHICH IS REVIEWED ANNUALLY BY THE CITY COUNCIL AND THE CITY TREASURER OF THE CITY OF ALAMEDA.

FRED MARSH, CONTROLLER

CITY OF ALAMEDA
INVESTMENT PORTFOLIO FOR THE QUARTER ENDING JUNE 30, 2010

DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE 6/30/2010
INVESTMENT BY FUND									
CASH ON HAND									
PETTY CASH	\$5,480.00		0.00%					\$5,480.00	\$5,480.00
CHANGE BOXES	2,060.00		0.00%					2,060.00	2,060.00
CASH VAULT	500.00		0.00%					500.00	500.00
TOTAL	\$8,040.00		0.0000%					\$8,040.00	\$8,040.00
CASH ON DEPOSIT									
WELLS FARGO GENERAL CHECKING	\$862,021.61		0.01%					\$862,021.61	\$862,021.61
WELLS FARGO PAYROLL ACCOUNT	0.00		0.00%					0.00	0.00
BANK OF AMERICA PARK FUND CHECKING ACCOUNT	5,924.26		0.00%					5,924.26	5,924.26
BANK OF ALAMEDA TIDELANDS PM REALTY(BUSINESS)	143,734.99		0.05%					143,734.99	143,734.99
BANK OF ALAMEDA TIDELANDS PM REALTY(OPERATING)	2,384.79		0.00%					2,384.79	2,384.79
BANK OF ALAMEDA GARAGE LOAN REPAYMENT ACCOUNT	171,507.46		0.00%					171,507.46	171,507.46
BANK OF ALAMEDA FISC PM REALTY(BUSINESS)	65,846.00		0.50%					65,846.00	65,846.00
BANK OF ALAMEDA FISC PM REALTY(OPERATING)	141.71		0.00%					141.71	141.71
BANK OF ALAMEDA ALAMEDA POINT RENTAL G & L CHECKING	20,557.49		0.13%					20,557.49	20,557.49
BANK OF ALAMEDA ALAMEDA POINT PM REALITY (BUSINESS)	287,134.96		0.70%					287,134.96	287,134.96
BANK OF ALAMEDA ALAMEDA POINT PM REALITY (OPERATING)	16,569.85		0.00%					16,569.85	16,569.85
TOTAL	\$1,575,823.12		0.1264%					\$1,575,823.12	\$1,575,823.12
WORKING CAPITAL (LAIF)									
LOCAL AGENCY INVESTMENT FUND	\$38,127,225.44	0.5200%	0.5600%	01-Apr-10	01-Jul-10	91	1	\$38,127,225.44	\$38,127,225.44
LOCAL AGENCY INVESTMENT FUND (Comm'l Revit)	300,543.25	0.5200%	0.5600%	01-Apr-10	01-Jul-10	91	1	300,543.25	300,543.25
IDLE CASH (POOLED INVESTMENTS)									
U S BANK - FIDELITY INSTITUTIONAL GOVT	\$731,265.50	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	\$731,265.50	731,265.50
TRANS PACIFIC NATIONAL BANK	95,000.00	1.1000%	1.1000%	06-Feb-11	06-Feb-11	365	221	95,000.00	95,000.00
BANK OF ALAMEDA	95,000.00	0.7000%	0.7000%	30-Jan-10	30-Jan-11	365	214	95,000.00	95,000.00
WACHOVIA BANK NA (WFC) GL SUB BANK NOTES	653,102.60	7.800%	5.143%	09/19/07	08/18/10	1,064	49	610,000.00	614,837.91
US TREASURY BILL	1,588,712.94	0.000%	0.161%	08/17/10	12/16/10	182	169	1,590,000.00	1,588,478.37
FFCB DESIGNATED BONDS	176,986.60	4.875%	4.506%	10/05/07	02/18/11	1,232	233	175,000.00	179,921.88
FHLMC GLOBAL REFERENCE NOTES	607,210.20	5.625%	5.339%	05/05/06	03/15/11	1,775	258	600,000.00	622,125.00

CITY OF ALAMEDA
INVESTMENT PORTFOLIO FOR THE QUARTER ENDING JUNE 30, 2010

DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
US TREASURY NOTES	850,073.44	4.875%	4.544%	04/26/07	04/30/11	1,465	304	840,000.00	871,500.00
FNMA GLOBAL BENCHMARK NOTES	514,454.00	6.000%	5.180%	06/04/07	05/15/11	1,441	319	500,000.00	524,531.25
FHLL TAP BONDS	397,232.00	5.250%	5.445%	06/18/07	06/10/11	1,453	345	400,000.00	417,375.00
FFCB DESIGNATED BONDS	819,118.43	5.375%	3.434%	06/05/08	07/18/11	1,138	383	775,000.00	814,718.75
US TREASURY NOTES	1,116,373.83	1.000%	0.493%	06/10/10	07/31/11	416	396	1,110,000.00	1,116,937.50
FHLMC MTN (FLOATING)	2,817,876.82	0.315%	0.267%	03/30/10	09/26/11	545	453	2,820,000.00	2,819,520.60
US TREASURY NOTES	2,488,912.50	1.000%	0.778%	03/11/10	10/31/11	599	488	2,480,000.00	2,497,340.16
FHLMC (FLOATING) MTN	1,169,378.73	0.320%	0.377%	05/05/10	11/07/11	551	495	1,170,000.00	1,169,244.18
CREDIT SUISSE USA INC NOTES	1,889,342.40	6.125%	1.406%	04/13/10	11/15/11	581	503	1,760,000.00	1,869,607.52
FHLL GLOBAL BONDS	594,937.20	4.875%	5.074%	02/15/07	11/18/11	1,737	506	600,000.00	635,250.00
US TREASURY NOTES	839,062.50	4.500%	3.182%	12/10/07	11/30/11	1,451	518	800,000.00	845,875.20
US TREASURY NOTES	871,245.12	4.500%	2.958%	01/14/08	11/30/11	1,416	518	825,000.00	872,308.80
US TREASURY NOTES	1,147,888.67	0.750%	0.844%	12/04/09	11/30/11	726	518	1,150,000.00	1,154,312.50
CITIGROUP INC (FDIC) GLOBAL NOTE	994,684.80	2.875%	1.025%	12/16/09	12/09/11	723	527	960,000.00	989,844.48
FHLMC NOTES (CALLABLE)	210,140.70	0.825%	0.780%	06/29/10	12/30/11	549	548	210,000.00	210,357.84
FNMA GLOBAL NOTES	2,055,381.60	2.000%	1.720%	03/31/09	01/09/12	1,014	558	2,040,000.00	2,081,437.50
FHLMC GLOBAL NOTES (FLOATING)	906,786.79	0.150%	0.391%	06/22/10	01/25/12	582	574	910,000.00	907,037.04
US TREASURY NOTES	780,091.41	0.875%	0.869%	02/18/10	01/31/12	712	580	780,000.00	784,143.36
FHLMC MTN (FLOATING)	319,299.20	0.271%	0.291%	04/12/10	02/02/12	661	582	320,000.00	319,569.92
FHLMC GLOBAL REFERENCE NOTES	826,154.40	4.750%	3.904%	12/10/07	03/05/12	1,547	614	800,000.00	854,750.00
US BANCORP (FDIC) NOTE	1,174,859.00	2.250%	2.254%	03/13/09	03/13/12	1,096	622	1,175,000.00	1,205,532.38
US TREASURY NOTES	99,890.63	1.000%	1.057%	04/13/10	03/31/12	718	640	100,000.00	100,758.00
FFCB BONDS (FLOATING)	329,933.34	0.281%	0.291%	04/06/10	04/12/12	737	652	330,000.00	330,068.97
US TREASURY NOTES	2,479,744.92	1.000%	0.793%	05/26/10	04/30/12	705	670	2,470,000.00	2,488,525.00
FNMA GLOBAL BENCHMARK NOTES	804,993.28	4.875%	3.811%	06/05/08	05/18/12	1,443	688	775,000.00	834,820.31
TVA BONDS	194,974.50	6.790%	3.474%	09/11/08	05/23/12	1,350	693	175,000.00	194,555.90
US TREASURY NOTES	1,678,425.00	0.750%	0.798%	06/02/10	05/31/12	729	701	1,680,000.00	1,684,855.20
BANK OF AMERICA CORP (FDIC) GLOBAL MTN	778,027.50	3.125%	2.006%	12/24/08	06/15/12	1,269	716	750,000.00	783,247.50
WELLS FARGO & COMPANY (FDIC) GLOBAL NOTE	704,816.70	2.125%	2.134%	03/30/09	06/15/12	1,173	716	705,000.00	723,940.53
FHLMC GLOBAL NOTES	996,760.00	1.750%	1.859%	05/19/09	06/15/12	1,123	716	1,000,000.00	1,019,667.50
FHLL GLOBAL BONDS	999,142.50	1.875%	2.246%	06/10/09	06/20/12	1,106	721	1,010,000.00	1,032,083.75
FHLL GLOBAL BONDS	1,193,044.02	1.875%	1.788%	06/04/09	06/20/12	1,112	721	1,190,000.00	1,216,031.25
FHLL GLOBAL BONDS	709,098.30	1.875%	1.919%	06/29/09	06/20/12	1,087	721	710,000.00	725,531.25
PNC FUNDING CORP (FDIC) GLOBAL NOTE	507,785.00	2.300%	1.728%	09/01/09	06/22/12	1,025	723	500,000.00	514,818.50
PNC FUNDING CORP (FDIC) GLOBAL NOTE	690,587.60	2.300%	1.728%	09/02/09	06/22/12	1,024	723	680,000.00	700,153.16
FNMA GLOBAL NOTES	1,099,626.00	1.250%	1.266%	04/15/10	06/22/12	799	723	1,100,000.00	1,110,312.50
US TREASURY NOTES	770,216.80	4.875%	5.017%	07/13/07	06/30/12	1,814	731	775,000.00	841,540.73
FNMA GLOBAL NOTES	1,474,631.25	1.125%	1.137%	06/03/10	07/30/12	788	761	1,475,000.00	1,484,679.69
US TREASURY NOTES	810,527.34	4.625%	2.634%	04/07/08	07/31/12	1,576	762	750,000.00	812,578.50

CITY OF ALAMEDA
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DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
FHLB GLOBAL BONDS (CALLABLE)	1,069,786.00	1.550%	1.559%	05/25/10	08/10/12	808	772	1,070,000.00	1,071,337.50
GENERAL ELEC CAP CORP GLOBAL NOTES	1,628,940.50	3.500%	3.523%	08/12/09	08/13/12	1,097	775	1,630,000.00	1,682,472.96
FHLB GLOBAL BONDS	748,965.00	1.750%	1.796%	07/22/09	08/22/12	1,127	784	750,000.00	764,531.25
FHLB GLOBAL BONDS	1,498,065.00	0.875%	0.935%	06/17/10	08/22/12	797	784	1,500,000.00	1,501,406.25
FHLB STEP CPN BONDS (CALLABLE)	210,000.00	1.500%	2.295%	09/18/09	09/25/12	1,103	818	210,000.00	210,525.00
US TREASURY NOTES	701,476.56	4.250%	4.203%	10/05/07	09/30/12	1,822	823	700,000.00	756,875.00
FFCB BONDS	820,302.40	4.500%	3.920%	12/10/07	10/17/12	1,773	840	800,000.00	865,250.00
FFCB BONDS	786,850.50	4.500%	3.339%	03/10/08	10/17/12	1,682	840	750,000.00	811,171.88
US TREASURY NOTES	781,025.39	3.375%	2.442%	03/10/08	11/30/12	1,726	884	750,000.00	797,812.50
GENERAL ELEC CAP CORP (FDIC) GLOBAL NOTE	1,191,130.50	2.125%	2.097%	06/04/09	12/21/12	1,296	905	1,190,000.00	1,223,424.72
JPMORGAN CHASE & CO (FDIC) NOTE	1,178,642.50	2.125%	2.037%	04/27/09	12/26/12	1,339	910	1,175,000.00	1,208,407.60
GENERAL ELECTRIC CAPITAL CORP NOTES	1,498,065.00	2.800%	2.845%	01/05/10	01/08/13	1,099	923	1,500,000.00	1,516,656.00
UNITED PARCEL SERVICE GLOBAL NOTES	2,009,950.80	4.500%	1.774%	03/12/10	01/15/13	1,040	930	1,870,000.00	2,020,791.19
FHLMC GLOBAL REFERENCE NOTES	869,234.65	4.500%	3.957%	06/05/08	01/15/13	1,685	930	850,000.00	925,171.88
TVA GLOBAL BONDS	1,090,900.00	6.000%	3.791%	09/09/08	03/15/13	1,648	989	1,000,000.00	1,129,075.00
US TREASURY NOTES	922,713.95	2.500%	1.693%	01/07/10	03/31/13	1,179	1,005	900,000.00	940,780.80
WAL MART STORES INC GLOBAL NOTES	1,284,060.00	4.250%	1.880%	03/22/10	04/15/13	1,120	1,020	1,200,000.00	1,290,912.00
WAL MART STORES INC GLOBAL NOTES	524,790.00	4.250%	1.749%	05/10/10	04/15/13	1,071	1,020	490,000.00	527,122.40
IBM CORP NOTES	402,664.00	2.100%	1.868%	02/01/10	05/06/13	1,190	1,041	400,000.00	407,624.40
FHLB GLOBAL BONDS	709,514.72	3.625%	4.111%	07/09/08	05/29/13	1,785	1,064	725,000.00	776,429.69
US BANKCORP NOTE	901,044.00	2.000%	1.960%	06/09/10	06/14/13	1,101	1,080	900,000.00	908,586.90
FHLB GLOBAL BONDS	741,870.00	3.875%	4.123%	08/06/08	06/14/13	1,773	1,080	750,000.00	808,125.00
FNMA GLOBAL NOTES	219,960.40	1.500%	1.506%	05/19/10	06/26/13	1,134	1,092	220,000.00	222,406.25
FNMA GLOBAL BENCHMARK NOTES	631,008.75	3.875%	3.648%	11/10/08	07/12/13	1,705	1,108	625,000.00	677,148.44
FHLMC GLOBAL REFERENCE NOTES	284,680.75	4.500%	3.675%	11/10/08	07/15/13	1,708	1,111	275,000.00	302,500.00
TVA GLOBAL NOTES	713,173.50	4.750%	1.797%	03/04/10	08/01/13	1,246	1,128	650,000.00	714,409.15
TVA GLOBAL NOTES	304,836.00	4.750%	1.956%	04/15/10	08/01/13	1,204	1,128	280,000.00	307,745.48
FHLB GLOBAL BONDS	501,100.50	4.000%	3.948%	11/10/08	09/06/13	1,761	1,164	500,000.00	540,937.50
FHLB GLOBAL BENCHMARK NOTES	853,669.58	3.625%	2.830%	02/05/09	10/18/13	1,716	1,206	825,000.00	883,781.25
US TREASURY NOTES	155,560.55	2.750%	1.648%	05/11/10	10/31/13	1,269	1,219	150,000.00	157,863.30
FNMA GLOBAL NOTES	610,176.60	2.875%	2.495%	03/04/09	12/11/13	1,743	1,260	600,000.00	629,812.50
FHLMC GLOBAL NOTES	722,471.93	2.500%	2.577%	03/04/09	01/07/14	1,770	1,287	725,000.00	751,732.20
PFIZER INC NOTE	304,239.00	4.500%	3.374%	05/11/09	02/15/14	1,741	1,326	290,000.00	315,917.30
PFIZER INC NOTE	42,120.00	4.500%	3.281%	05/21/09	02/15/14	1,731	1,326	40,000.00	43,574.80
CHEVRON CORP GLOBAL NOTES	280,999.80	3.950%	3.002%	07/10/09	03/03/14	1,697	1,342	270,000.00	289,411.65
CHEVRON CORP GLOBAL NOTES	179,588.00	3.950%	2.480%	02/10/10	03/03/14	1,482	1,342	170,000.00	182,222.15
CHEVRON CORP GLOBAL NOTES	136,685.90	3.950%	2.596%	02/22/10	03/03/14	1,470	1,342	130,000.00	139,346.35
NORTHERN TRUST CORPORATE NOTES	405,286.25	4.625%	2.600%	02/02/10	05/01/14	1,549	1,401	375,000.00	409,910.63
GENERAL ELECTRIC CAPITAL CORP NOTES	519,689.10	5.900%	4.469%	08/10/09	05/13/14	1,737	1,413	490,000.00	540,869.84

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DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
GENERAL ELECTRIC CAPITAL CORP NOTES	63,706.20	5.900%	4.442%	08/10/09	05/13/14	1,737	1,413	60,000.00	66,228.96
MORGAN STANLEY & CO CORP NOTES	422,300.00	6.000%	4.417%	06/24/10	05/13/14	1,419	1,413	400,000.00	423,834.40
BANK OF NEW YORK MELLON NOTES	268,410.45	4.300%	2.937%	03/26/10	05/15/14	1,511	1,415	255,000.00	273,878.42
BANK OF NEW YORK MELLON NOTES	278,803.85	4.300%	2.948%	03/30/10	05/15/14	1,507	1,415	265,000.00	284,618.75
BANK OF NEW YORK MELLON NOTES	26,449.50	4.300%	2.756%	05/14/10	05/15/14	1,462	1,415	25,000.00	26,850.83
FNMA GLOBAL NOTES	319,552.68	2.500%	2.877%	08/05/09	05/15/14	1,744	1,415	325,000.00	335,460.94
FNMA GLOBAL NOTES	452,160.00	2.500%	2.387%	11/12/09	05/15/14	1,645	1,415	450,000.00	464,484.38
HEWLETT PACKARD CORP NOTES	292,358.70	4.750%	2.655%	03/16/10	06/02/14	1,539	1,433	270,000.00	299,156.22
HEWLETT PACKARD CORP NOTES	113,680.35	4.750%	2.657%	03/17/10	06/02/14	1,538	1,433	105,000.00	116,338.53
FFCB BONDS	1,027,497.10	1.900%	1.964%	06/09/10	06/02/14	1,454	1,433	1,030,000.00	1,041,909.38
FHLMC GLOBAL NOTES	600,314.40	3.000%	2.988%	08/05/09	07/28/14	1,818	1,489	600,000.00	631,687.50
FHLMC GLOBAL NOTES	363,393.27	3.000%	2.464%	11/13/09	07/28/14	1,718	1,489	355,000.00	373,748.44
BELL SOUTH CORPORATE NOTES	397,236.80	5.200%	3.135%	01/26/10	09/15/14	1,693	1,538	365,000.00	405,587.64
FFCB BONDS	324,714.60	3.000%	2.317%	12/04/09	09/22/14	1,753	1,545	315,000.00	330,651.56
FFCB BONDS	577,449.60	3.000%	2.310%	12/04/09	09/22/14	1,753	1,545	560,000.00	587,825.00
BLACKROCK INC CORPORATE NOTES	66,448.20	3.500%	2.968%	06/04/10	12/10/14	1,650	1,624	65,000.00	67,411.76
BLACKROCK INC CORPORATE NOTES	61,349.40	3.500%	2.963%	06/04/10	12/10/14	1,650	1,624	60,000.00	62,226.24
BLACKROCK INC CORPORATE NOTES	123,759.60	3.500%	2.755%	06/08/10	12/10/14	1,646	1,624	120,000.00	124,452.48
BLACKROCK INC CORPORATE NOTES	154,342.50	3.500%	2.809%	06/10/10	12/10/14	1,644	1,624	150,000.00	155,565.60
PEPSICO INC CORPORATE NOTES	133,071.90	3.100%	2.552%	06/04/10	01/15/15	1,686	1,660	130,000.00	135,354.70
PEPSICO INC CORPORATE NOTES	273,268.00	3.100%	2.379%	06/08/10	01/15/15	1,682	1,660	265,000.00	275,915.35
JP MORGAN CHASE NOTES	273,423.60	3.700%	3.412%	03/19/10	01/20/15	1,768	1,665	270,000.00	276,168.15
JP MORGAN CHASE NOTES	131,053.00	3.700%	3.515%	03/25/10	01/20/15	1,762	1,665	130,000.00	132,969.85
WELLS FARGO & CO CORPORATE NOTES	405,787.20	4.750%	3.830%	03/23/10	02/09/15	1,784	1,685	390,000.00	408,177.12
BERKSHIRE HATHAWAY FIN CORP NOTES	504,580.85	3.200%	3.218%	02/08/10	02/11/15	1,829	1,687	505,000.00	520,054.56
BERKSHIRE HATHAWAY FIN CORP NOTES	97,294.25	3.200%	2.645%	06/10/10	02/11/15	1,707	1,687	95,000.00	97,832.05
PRAXAIR INC CORPORATE NOTES	174,292.80	4.625%	2.633%	06/08/10	03/30/15	1,756	1,734	160,000.00	175,420.96
TOTAL AND AVERAGES	\$117,842,491.63	1.7572%	1.6494%			1,315	968	\$116,369,034.19	\$119,261,678.05

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DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
BOND FUNDS									
<u>HBI ASSESSMENT DIST. 92-1</u>									
C.A.M.P. - MONEY MARKET (IMPROVEMENT FUND)	\$978,025.66	0.2600%	0.2600%	01-Apr-10	01-Jul-10	91	1	\$978,025.66	\$978,025.66
BNY - WELLS FARGO TREASURY PLUS	44.92	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	44.92	44.92
BNY - INVESTMENT AGREEMENT	2,544,163.09	5.1600%	5.1500%	01-Apr-06	02-Sep-12	2,346	795	2,544,163.09	2,544,163.09
TOTAL AND AVERAGES	\$3,522,233.67	3.7693%	3.7921%			843	266	\$3,522,233.67	\$3,522,233.67
<u>MARINA VILLAGE ASSESSMENT DIST. 89-1</u>									
C.A.M.P. - MONEY MARKET (IMPROVEMENT FUND)	\$2,726,778.87	0.2600%	0.2600%	01-Apr-10	01-Jul-10	91	1	\$2,726,778.87	\$2,726,778.87
BNY - WELLS FARGO TREASURY PLUS	184,458.75	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	184,458.75	184,458.75
CDC FUNDING - INVESTMENT AGREEMENT	3,569,281.97	5.4000%	5.4000%	01-Oct-05	02-Sep-14	3,258	1,525	3,569,281.97	3,569,281.97
TOTAL AND AVERAGES	\$6,480,519.59	3.0638%	3.0838%			1,147	509	\$6,480,519.59	\$6,480,519.59
<u>CERTIFICATE OF PARTICIPATION (CITY HALL)</u>									
BNY - WELLS FARGO TREASURY PLUS	\$852,000.34	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	\$852,000.34	\$852,000.34
TOTAL AND AVERAGES	\$852,000.34	0.0000%	0.0000%			91	1	\$852,000.34	\$852,000.34
<u>1995 SEWER SYSTEM PROJECT</u>									
BNY - WELLS FARGO TREASURY PLUS	\$2,939.62	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	\$2,939.62	\$2,939.62
TOTAL AND AVERAGES	\$2,939.62	0.0000%	0.0000%			91	1	\$2,939.62	\$2,939.62
<u>COMMUNITY FACILITIES DISTRICT #1</u>									
BNY - WELLS FARGO TREASURY PLUS	\$5.78	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	\$5.78	\$5.78
BNY - WELLS FARGO TREASURY PLUS	1,772,005.02	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	1,772,005.02	1,772,005.02
TOTAL AND AVERAGES	\$1,772,010.80	0.0000%	0.0000%			91	1	\$1,772,010.80	\$1,772,010.80

CITY OF ALAMEDA
INVESTMENT PORTFOLIO FOR THE QUARTER ENDING JUNE 30, 2010

DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
COMMUNITY FACILITIES DISTRICT #2									
BNY - WELLS FARGO TREASURY PLUS	\$113,500.03	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	\$113,500.03	\$113,500.03
BNY - WELLS FARGO TREASURY PLUS	2.38	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	2.38	2.38
TOTAL AND AVERAGES	\$113,502.41	0.0000%	0.0000%			91	1	\$113,502.41	\$113,502.41
1992 PFA REVENUE BONDS SERIES A									
BNY -- WFB CD (formerly line of credit)	\$245,640.00	0.0500%	0.0500%	24-Jul-09	24-Jul-10	365	24	\$245,640.00	\$245,640.00
TOTAL AND AVERAGES	\$245,640.00	0.0500%	0.0500%			365	24	\$245,640.00	\$245,640.00
ALAMEDA CIC TAX ALLOC. REFUND. SER 2003 A & B									
UNION BANK - PROVIDENT INST. FUND	\$85,000.34	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	\$85,000.34	\$85,000.34
UNION BANK - PROVIDENT INST. FUND	226,716.92	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	226,716.92	226,716.92
UNION BANK - PROVIDENT INST. FUND	250.00	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	250.00	250.00
TOTAL AND AVERAGES	\$311,967.26	0.0100%	0.0100%			91	1	\$311,967.26	\$311,967.26
ALAMEDA CIC TAX ALLOC. REFUND. SER 2003CD									
UNION BANK - PROVIDENT INST. FUND	\$1,262,101.72	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	\$1,262,101.72	\$1,262,101.72
TOTAL AND AVERAGES	\$1,262,101.72	0.0100%	0.0100%			30	0	\$1,262,101.72	\$1,262,101.72
ALAMEDA CIC SUB TAX TABS 2002 SERIES B									
UNION BANK - PROVIDENT INST. FUND	\$161,502.54	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	\$161,502.54	\$161,502.54
TOTAL AND AVERAGES	\$161,502.54	0.0100%	0.0100%			91	1	\$161,502.54	\$161,502.54

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DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
<u>ALAMEDA CIC SUB TAX ALLOC BONDS 2003B</u>									
UNION BANK - PROVIDENT INST. FUND	\$0.23	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	\$0.23	\$0.23
UNION BANK - PROVIDENT INST. FUND	19,997.26	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	19,997.26	19,997.26
CDC FUNDING GUARANTEE INVEST AGREEMENT	886,783.44	4.5100%	4.5100%	18-Dec-03	30-Dec-16	4,761	2,375	886,783.44	886,783.44
UNION BANK - PROVIDENT INST. FUND	131,355.81	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	131,355.81	131,355.81
TOTAL AND AVERAGES	\$1,038,136.74	0.0002%	0.0002%			1,259	595	\$1,038,136.74	\$1,038,136.74
<u>ALAMEDA CIC SUB TAX ALLOC BONDS 2003A1 & A2</u>									
UNION BANK - PROVIDENT INST. FUND	\$0.79	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	\$0.79	\$0.79
UNION BANK - PROVIDENT INST. FUND	663,151.65	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	663,151.65	663,151.65
UNION BANK - PROVIDENT INST. FUND	2,567,848.72	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	2,567,848.72	2,567,848.72
UNION BANK - PROVIDENT INST. FUND	48,363.79	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	48,363.79	48,363.79
UNION BANK - PROVIDENT INST. FUND	718,512.16	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	718,512.16	718,512.16
UNION BANK - PROVIDENT INST. FUND	2,916,116.97	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	2,916,116.97	2,916,116.97
TOTAL AND AVERAGES	\$6,913,994.08	0.0100%	0.0063%			91	1	\$6,913,994.08	\$6,913,994.08
<u>2003 LIBRARY BOND PROJECT</u>									
BNY - WELLS FARGO TREASURY PLUS	\$1.00	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	\$1.00	\$1.00
BANK OF ALAMEDA- CERTIFICATE OF DEPOSIT	565,910.90	1.8000%	1.8000%	08-Feb-07	08-Feb-11	1,461	223	565,910.90	565,910.90
TOTAL AND AVERAGES	\$565,911.90	1.8000%	1.8000%			776	112	\$565,911.90	\$565,911.90
<u>2008 FINANCING PROJECT COP</u>									
BLACKROCK LIQUIDITY FUND	\$0.07	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	\$0.07	\$0.07
ASSURED GUARANTY FINANCIAL GUARANTY	2.00	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	2.00	2.00
TOTAL AND AVERAGES	\$2.07	0.0000%	0.0000%			91	1	\$2.07	\$2.07

CITY OF ALAMEDA
INVESTMENT PORTFOLIO FOR THE QUARTER ENDING JUNE 30, 2010

DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
INVESTMENT BY TYPE									
CASH ON HAND									
PETTY CASH	\$5,480.00		0.00%					\$5,480.00	\$5,480.00
CHANGE BOXES	\$2,060.00		0.00%					2,060.00	2,060.00
CASH VAULT	\$500.00		0.00%					500.00	500.00
TOTAL	\$8,040.00		0.0000%					\$8,040.00	\$8,040.00
1. CASH IN BANK									
WELLS FARGO GENERAL CHECKING	\$862,021.61		0.01%					\$862,021.61	\$862,021.61
WELLS FARGO PAYROLL ACCOUNT	0.00		0.00%					0.00	0.00
BANK OF AMERICA PARK FUND CHECKING ACCOUNT	5,924.26		0.00%					5,924.26	5,924.26
BANK OF ALAMEDA TIDELANDS PM REALTY(BUSINESS)	143,734.99		0.05%					143,734.99	143,734.99
BANK OF ALAMEDA TIDELANDS PM REALTY(OPERATING)	2,384.79		0.00%					2,384.79	2,384.79
BANK OF ALAMEDA GARAGE LOAN REPAYMENT ACCOUNT	171,507.46		0.00%					171,507.46	171,507.46
BANK OF ALAMEDA FISC PM REALTY(BUSINESS)	65,846.00		0.50%					65,846.00	65,846.00
BANK OF ALAMEDA FISC PM REALTY(OPERATING)	141.71		0.00%					141.71	141.71
BANK OF ALAMEDA ALAMEDA POINT RENTAL G & L CHECKING	20,557.49		0.13%					20,557.49	20,557.49
BANK OF ALAMEDA ALAMEDA POINT PM REALITY (BUSINESS)	287,134.96		0.70%					287,134.96	287,134.96
BANK OF ALAMEDA ALAMEDA POINT PM REALITY (OPERATING)	16,569.85		0.00%					16,569.85	16,569.85
TOTAL	\$1,575,823.12		0.1264%					\$1,575,823.12	\$1,575,823.12
2. CERTIFICATES OF DEPOSITS									
TRANS PACIFIC NATIONAL BANK	\$95,000.00	1.1000%	1.1000%	06-Feb-10	06-Feb-11	365	221	\$95,000.00	\$95,000.00
BANK OF ALAMEDA	95,000.00	0.7000%	0.7000%	30-Jan-10	30-Jan-11	365	214	95,000.00	95,000.00
TOTAL AND AVERAGES	\$190,000.00	0.9000%	0.9000%			365	218	\$190,000.00	\$190,000.00
3. GOVERNMENT TREASURIES & AGENCIES									
US TREASURY BILL	\$1,588,712.94	0.000%	0.161%	06/17/10	12/16/10	182	169	\$1,590,000.00	\$1,588,478.37
FFCB DESIGNATED BONDS	176,986.60	4.875%	4.505%	10/05/07	02/18/11	1,232	233	175,000.00	179,921.88
FHLMC GLOBAL REFERENCE NOTES	607,210.20	5.625%	5.339%	05/05/06	03/15/11	1,775	258	600,000.00	622,125.00
US TREASURY NOTES	850,073.44	4.875%	4.544%	04/26/07	04/30/11	1,465	304	840,000.00	871,500.00
FNMA GLOBAL BENCHMARK NOTES	514,454.00	6.000%	5.180%	06/04/07	05/15/11	1,441	319	500,000.00	524,531.25
FHLB TAP BONDS	397,232.00	5.250%	5.445%	06/18/07	06/10/11	1,453	345	400,000.00	417,375.00
FFCB DESIGNATED BONDS	819,118.43	5.375%	3.434%	06/05/08	07/18/11	1,138	383	775,000.00	814,718.75

CITY OF ALAMEDA
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DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
US TREASURY NOTES	1,116,373.83	1.000%	0.493%	06/10/10	07/31/11	416	396	1,110,000.00	1,116,937.50
FHLMC MTN (FLOATING)	2,817,876.82	0.315%	0.267%	03/30/10	09/26/11	545	453	2,820,000.00	2,819,520.60
US TREASURY NOTES	2,488,912.50	1.000%	0.778%	03/11/10	10/31/11	599	488	2,480,000.00	2,497,340.16
FHLMC (FLOATING) MTN	1,169,378.73	0.320%	0.377%	05/05/10	11/07/11	551	495	1,170,000.00	1,169,244.18
FHLB GLOBAL BONDS	594,937.20	4.875%	5.074%	02/15/07	11/18/11	1,737	506	600,000.00	635,250.00
US TREASURY NOTES	839,062.50	4.500%	3.182%	12/10/07	11/30/11	1,451	518	800,000.00	845,875.20
US TREASURY NOTES	871,245.12	4.500%	2.958%	01/14/08	11/30/11	1,416	518	825,000.00	872,308.80
US TREASURY NOTES	1,147,888.67	0.750%	0.844%	12/04/09	11/30/11	726	518	1,150,000.00	1,154,312.50
FHLMC NOTES (CALLABLE)	210,140.70	0.825%	0.760%	06/29/10	12/30/11	549	548	210,000.00	210,357.84
FNMA GLOBAL NOTES	2,055,381.60	2.000%	1.720%	03/31/09	01/09/12	1,014	558	2,040,000.00	2,081,437.50
FHLMC GLOBAL NOTES (FLOATING)	906,786.79	0.150%	0.391%	06/22/10	01/25/12	582	574	910,000.00	907,037.04
US TREASURY NOTES	780,091.41	0.875%	0.869%	02/18/10	01/31/12	712	580	780,000.00	784,143.36
FHLMC MTN (FLOATING)	319,299.20	0.271%	0.291%	04/12/10	02/02/12	661	582	320,000.00	319,569.92
FHLMC GLOBAL REFERENCE NOTES	826,154.40	4.750%	3.904%	12/10/07	03/05/12	1,547	614	800,000.00	854,750.00
US TREASURY NOTES	99,890.63	1.000%	1.057%	04/13/10	03/31/12	718	640	100,000.00	100,758.00
FFCB BONDS (FLOATING)	329,933.34	0.281%	0.291%	04/06/10	04/12/12	737	652	330,000.00	330,068.97
US TREASURY NOTES	2,479,744.92	1.000%	0.793%	05/26/10	04/30/12	705	670	2,470,000.00	2,488,525.00
FNMA GLOBAL BENCHMARK NOTES	804,993.28	4.875%	3.811%	06/05/08	05/18/12	1,443	688	775,000.00	834,820.31
TVA BONDS	194,974.50	6.790%	3.474%	09/11/03	05/23/12	1,350	693	175,000.00	194,555.90
US TREASURY NOTES	1,678,425.00	0.750%	0.768%	06/02/10	05/31/12	729	701	1,680,000.00	1,684,855.20
FHLMC GLOBAL NOTES	996,760.00	1.750%	1.859%	05/19/09	06/15/12	1,123	716	1,000,000.00	1,019,687.50
FHLB GLOBAL BONDS	999,142.50	1.875%	2.246%	06/10/09	06/20/12	1,106	721	1,010,000.00	1,032,093.75
FHLB GLOBAL BONDS	1,193,044.02	1.875%	1.768%	06/04/09	06/20/12	1,112	721	1,190,000.00	1,216,031.25
FHLB GLOBAL BONDS	709,098.30	1.875%	1.919%	06/29/09	06/20/12	1,087	721	710,000.00	725,531.25
FNMA GLOBAL NOTES	1,099,626.00	1.250%	1.266%	04/15/10	06/22/12	799	723	1,100,000.00	1,110,312.50
US TREASURY NOTES	770,216.80	4.875%	5.017%	07/13/07	06/30/12	1,814	731	775,000.00	841,540.73
FNMA GLOBAL NOTES	1,474,631.25	1.125%	1.137%	06/03/10	07/30/12	788	761	1,475,000.00	1,484,679.69
US TREASURY NOTES	810,527.34	4.625%	2.634%	04/07/08	07/31/12	1,576	762	750,000.00	812,578.50
FHLB GLOBAL BONDS (CALLABLE)	1,069,786.00	1.550%	1.559%	05/25/10	08/10/12	808	772	1,070,000.00	1,071,337.50
FHLB GLOBAL BONDS	748,965.00	1.750%	1.766%	07/22/09	08/22/12	1,127	784	750,000.00	764,531.25
FHLB GLOBAL BONDS	1,498,065.00	0.875%	0.935%	06/17/10	08/22/12	797	784	1,500,000.00	1,501,406.25
FHLB STEP CPN BONDS (CALLABLE)	210,000.00	1.500%	2.295%	09/18/09	09/25/12	1,103	818	210,000.00	210,525.00
US TREASURY NOTES	701,476.56	4.250%	4.203%	10/05/07	09/30/12	1,822	823	700,000.00	756,875.00
FFCB BONDS	820,302.40	4.500%	3.920%	12/10/07	10/17/12	1,773	840	800,000.00	865,250.00
FFCB BONDS	786,850.50	4.500%	3.339%	03/10/08	10/17/12	1,682	840	750,000.00	811,171.88
US TREASURY NOTES	781,025.39	3.375%	2.442%	03/10/08	11/30/12	1,726	884	750,000.00	797,812.50
FHLMC GLOBAL REFERENCE NOTES	869,234.65	4.500%	3.957%	06/05/08	01/15/13	1,685	930	850,000.00	925,171.88
TVA GLOBAL BONDS	1,090,900.00	6.000%	3.791%	09/09/08	03/15/13	1,648	989	1,000,000.00	1,129,075.00
US TREASURY NOTES	922,713.95	2.500%	1.663%	01/07/10	03/31/13	1,179	1,005	900,000.00	940,760.80

CITY OF ALAMEDA
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DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
FHLB GLOBAL BONDS	709,514.72	3.625%	4.111%	07/09/08	05/29/13	1,785	1,064	725,000.00	776,429.69
FHLB GLOBAL BONDS	741,870.00	3.875%	4.123%	08/06/08	06/14/13	1,773	1,080	750,000.00	808,125.00
FNMA GLOBAL NOTES	219,960.40	1.500%	1.506%	05/19/10	06/26/13	1,134	1,092	220,000.00	222,406.25
FNMA GLOBAL BENCHMARK NOTES	631,008.75	3.875%	3.648%	11/10/08	07/12/13	1,705	1,108	625,000.00	677,148.44
FHLMC GLOBAL REFERENCE NOTES	284,660.75	4.500%	3.875%	11/10/08	07/15/13	1,708	1,111	275,000.00	302,500.00
TVA GLOBAL NOTES	713,173.50	4.750%	1.787%	03/04/10	08/01/13	1,246	1,128	650,000.00	714,409.15
TVA GLOBAL NOTES	304,836.00	4.750%	1.956%	04/15/10	08/01/13	1,204	1,128	280,000.00	307,745.48
FHLB GLOBAL BONDS	501,100.50	4.000%	3.948%	11/10/08	09/06/13	1,761	1,164	500,000.00	540,937.50
FHLB GLOBAL BENCHMARK NOTES	853,669.58	3.625%	2.830%	02/05/09	10/18/13	1,716	1,206	825,000.00	883,781.25
US TREASURY NOTES	155,560.55	2.750%	1.646%	05/11/10	10/31/13	1,269	1,219	150,000.00	157,863.30
FNMA GLOBAL NOTES	610,176.60	2.875%	2.495%	03/04/09	12/11/13	1,743	1,260	600,000.00	629,812.50
FHLMC GLOBAL NOTES	722,471.93	2.500%	2.577%	03/04/09	01/07/14	1,770	1,287	725,000.00	751,732.20
FNMA GLOBAL NOTES	319,552.68	2.500%	2.877%	08/05/09	05/15/14	1,744	1,415	325,000.00	335,460.94
FNMA GLOBAL NOTES	452,160.00	2.500%	2.387%	11/12/09	05/15/14	1,645	1,415	450,000.00	464,484.38
FFCB BONDS	1,027,497.10	1.900%	1.964%	06/09/10	06/02/14	1,454	1,433	1,030,000.00	1,041,909.38
FHLMC GLOBAL NOTES	600,314.40	3.000%	2.988%	08/05/09	07/28/14	1,818	1,489	600,000.00	631,687.50
FHLMC GLOBAL NOTES	363,393.27	3.000%	2.464%	11/13/09	07/28/14	1,718	1,489	355,000.00	373,748.44
FFCB BONDS	324,714.60	3.000%	2.317%	12/04/09	09/22/14	1,753	1,545	315,000.00	330,651.56
FFCB BONDS	577,449.60	3.000%	2.310%	12/04/09	09/22/14	1,753	1,545	560,000.00	587,825.00
TOTAL AND AVERAGES	\$54,350,729.34	2.2956%	1.9483%			1,267	814	\$53,675,000.00	\$55,475,368.42
4. MEDIUM-TERM NOTES (CORP. BONDS)									
WACHOVIA BANK NA (WFC) GL SUB BANK NOTES	653,102.60	7.800%	5.143%	09/19/07	08/18/10	1,064	49	\$610,000.00	\$614,837.91
CREDIT SUISSE USA INC NOTES	1,889,342.40	6.125%	1.406%	04/13/10	11/15/11	581	503	1,760,000.00	1,869,607.52
CITIGROUP INC (FIDIC) GLOBAL NOTE	994,684.80	2.875%	1.025%	12/16/09	12/09/11	723	527	960,000.00	989,844.48
US BANCORP (FIDIC) NOTE	1,174,859.00	2.250%	2.254%	03/13/09	03/13/12	1,096	622	1,175,000.00	1,205,532.38
BANK OF AMERICA CORP (FIDIC) GLOBAL MTN	778,027.50	3.125%	2.006%	12/24/08	06/15/12	1,269	716	750,000.00	783,247.50
WELLS FARGO & COMPANY (FIDIC) GLOBAL NOTE	704,816.70	2.125%	2.134%	03/30/09	06/15/12	1,173	716	705,000.00	723,940.53
PNC FUNDING CORP (FIDIC) GLOBAL NOTE	507,785.00	2.300%	1.728%	09/01/09	06/22/12	1,025	723	500,000.00	514,818.50
PNC FUNDING CORP (FIDIC) GLOBAL NOTE	690,587.60	2.300%	1.728%	09/02/09	06/22/12	1,024	723	680,000.00	700,153.16
GENERAL ELEC CAP CORP GLOBAL NOTES	1,628,940.50	3.500%	3.523%	08/12/09	08/13/12	1,097	775	1,630,000.00	1,682,472.96
GENERAL ELEC CAP CORP (FIDIC) GLOBAL NOTE	1,191,130.50	2.125%	2.067%	06/04/09	12/21/12	1,296	905	1,190,000.00	1,223,424.72
JPMORGAN CHASE & CO (FIDIC) NOTE	1,178,642.50	2.125%	2.037%	04/27/09	12/26/12	1,339	910	1,175,000.00	1,208,407.60
GENERAL ELECTRIC CAPITAL CORP NOTES	1,498,065.00	2.800%	2.845%	01/05/10	01/08/13	1,099	923	1,500,000.00	1,516,656.00
UNITED PARCEL SERVICE GLOBAL NOTES	2,009,950.80	4.500%	1.774%	03/12/10	01/15/13	1,040	930	1,870,000.00	2,020,791.19
WAL MART STORES INC GLOBAL NOTES	1,284,060.00	4.250%	1.880%	03/22/10	04/15/13	1,120	1,020	1,200,000.00	1,290,912.00

CITY OF ALAMEDA
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DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
WAL MART STORES INC GLOBAL NOTES	524,790.00	4.250%	1.749%	05/10/10	04/15/13	1,071	1,020	490,000.00	527,122.40
IBM CORP NOTES	402,664.00	2.100%	1.888%	02/01/10	05/06/13	1,190	1,041	400,000.00	407,624.40
US BANKCORP NOTE	901,044.00	2.000%	1.960%	06/09/10	06/14/13	1,101	1,080	900,000.00	908,586.90
PFIZER INC NOTE	304,239.00	4.500%	3.374%	05/11/09	02/15/14	1,741	1,326	290,000.00	315,917.30
PFIZER INC NOTE	42,120.00	4.500%	3.281%	05/21/09	02/15/14	1,731	1,326	40,000.00	43,574.80
CHEVRON CORP GLOBAL NOTES	280,999.80	3.950%	3.002%	07/10/09	03/03/14	1,697	1,342	270,000.00	289,411.65
CHEVRON CORP GLOBAL NOTES	179,588.00	3.950%	2.480%	02/10/10	03/03/14	1,482	1,342	170,000.00	182,222.15
CHEVRON CORP GLOBAL NOTES	136,685.90	3.950%	2.596%	02/22/10	03/03/14	1,470	1,342	130,000.00	139,346.35
NORTHERN TRUST CORPORATE NOTES	405,296.25	4.625%	2.600%	02/02/10	05/01/14	1,549	1,401	375,000.00	409,910.63
GENERAL ELECTRIC CAPITAL CORP NOTES	519,689.10	5.900%	4.469%	08/10/09	05/13/14	1,737	1,413	490,000.00	540,869.84
GENERAL ELECTRIC CAPITAL CORP NOTES	63,706.20	5.900%	4.442%	08/10/09	05/13/14	1,737	1,413	60,000.00	66,228.96
MORGAN STANLEY & CO CORP NOTES	422,300.00	6.000%	4.417%	06/24/10	05/13/14	1,419	1,413	400,000.00	423,834.40
BANK OF NEW YORK MELLON NOTES	268,410.45	4.300%	2.937%	03/26/10	05/15/14	1,511	1,415	255,000.00	273,878.42
BANK OF NEW YORK MELLON NOTES	278,803.85	4.300%	2.948%	03/30/10	05/15/14	1,507	1,415	265,000.00	284,618.75
BANK OF NEW YORK MELLON NOTES	26,449.50	4.300%	2.756%	05/14/10	05/15/14	1,462	1,415	25,000.00	26,850.83
HEWLETT PACKARD CORP NOTES	292,358.70	4.750%	2.655%	03/16/10	06/02/14	1,539	1,433	270,000.00	299,156.22
HEWLETT PACKARD CORP NOTES	113,680.35	4.750%	2.657%	03/17/10	06/02/14	1,538	1,433	105,000.00	116,338.53
BELL SOUTH CORPORATE NOTES	397,236.80	5.200%	3.135%	01/26/10	09/15/14	1,693	1,538	365,000.00	405,587.64
BLACKROCK INC CORPORATE NOTES	66,448.20	3.500%	2.968%	06/04/10	12/10/14	1,650	1,624	65,000.00	67,411.76
BLACKROCK INC CORPORATE NOTES	61,349.40	3.500%	2.963%	06/04/10	12/10/14	1,650	1,624	60,000.00	62,226.24
BLACKROCK INC CORPORATE NOTES	123,759.60	3.500%	2.755%	06/08/10	12/10/14	1,646	1,624	120,000.00	124,452.48
BLACKROCK INC CORPORATE NOTES	154,342.50	3.500%	2.809%	06/10/10	12/10/14	1,644	1,624	150,000.00	155,565.60
PEPSICO INC CORPORATE NOTES	133,071.90	3.100%	2.552%	06/04/10	01/15/15	1,686	1,660	130,000.00	135,354.70
PEPSICO INC CORPORATE NOTES	273,268.00	3.100%	2.379%	06/08/10	01/15/15	1,682	1,660	265,000.00	275,915.35
JP MORGAN CHASE NOTES	273,423.60	3.700%	3.412%	03/19/10	01/20/15	1,768	1,665	270,000.00	276,188.15
JP MORGAN CHASE NOTES	131,053.00	3.700%	3.515%	03/25/10	01/20/15	1,762	1,665	130,000.00	132,969.85
WELLS FARGO & CO CORPORATE NOTES	405,787.20	4.750%	3.830%	03/23/10	02/09/15	1,784	1,685	390,000.00	408,177.12
BERKSHIRE HATHAWAY FIN CORP NOTES	504,580.85	3.200%	3.218%	02/08/10	02/11/15	1,829	1,687	505,000.00	520,054.56
BERKSHIRE HATHAWAY FIN CORP NOTES	97,294.25	3.200%	2.645%	06/10/10	02/11/15	1,707	1,687	95,000.00	97,832.05
PRAXAIR INC CORPORATE NOTES	174,292.80	4.625%	2.633%	06/08/10	03/30/15	1,756	1,734	160,000.00	175,420.96
TOTAL AND AVERAGES	\$24,142,728.10	3.5930%	2.3324%			1,694	1,462	\$23,345,000.00	\$24,437,275.44

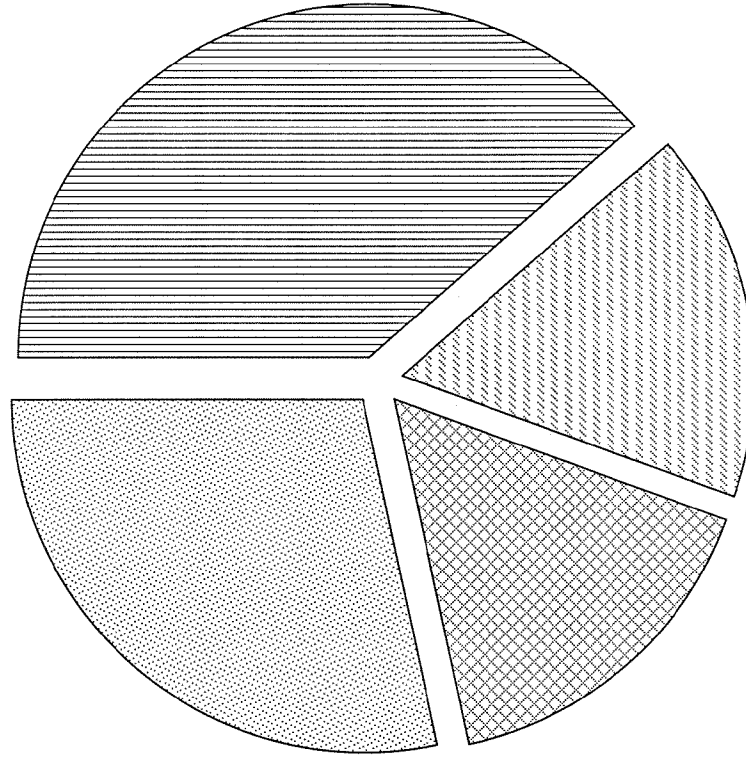
CITY OF ALAMEDA
INVESTMENT PORTFOLIO FOR THE QUARTER ENDING JUNE 30, 2010

DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
5. INVESTMENTS WITH TRUSTEES									
C.A.M.P. - MONEY MARKET (IMPROVEMENT FUND)	\$978,025.66	0.2600%	0.2600%	01-Apr-10	01-Jul-10	91	1	\$978,025.66	\$978,025.66
BNY - WELLS FARGO TREASURY PLUS	44.92	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	44.92	44.92
BNY - INVESTMENT AGREEMENT	2,544,163.09	5.1600%	5.1500%	01-Apr-06	02-Sep-12	2,346	795	2,544,163.09	2,544,163.09
C.A.M.P. - MONEY MARKET (IMPROVEMENT FUND)	2,726,778.87	0.2600%	0.2600%	01-Apr-10	01-Jul-10	91	1	2,726,778.87	2,726,778.87
BNY - WELLS FARGO TREASURY PLUS	184,458.75	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	184,458.75	184,458.75
CDC FUNDING - INVESTMENT AGREEMENT	3,569,281.97	5.4000%	5.4000%	01-Oct-05	02-Sep-14	3,258	1,525	3,569,281.97	3,569,281.97
BNY - WELLS FARGO TREASURY PLUS	852,000.34	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	852,000.34	852,000.34
BNY - WELLS FARGO TREASURY PLUS	2,939.62	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	2,939.62	2,939.62
BNY - WELLS FARGO TREASURY PLUS	5.78	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	5.78	5.78
BNY - WELLS FARGO TREASURY PLUS	1,772,005.02	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	1,772,005.02	1,772,005.02
BNY - WELLS FARGO TREASURY PLUS	113,500.03	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	113,500.03	113,500.03
BNY - WELLS FARGO TREASURY PLUS	2.38	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	2.38	2.38
BNY -- WFB CD (formerly line of credit)	245,640.00	0.0500%	0.0500%	24-Jul-09	24-Jul-10	365	24	245,640.00	245,640.00
UNION BANK - PROVIDENT INST. FUND	85,000.34	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	85,000.34	85,000.34
UNION BANK - PROVIDENT INST. FUND	226,716.92	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	226,716.92	226,716.92
UNION BANK - PROVIDENT INST. FUND	250.00	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	250.00	250.00
UNION BANK - PROVIDENT INST. FUND	1,262,101.72	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	1,262,101.72	1,262,101.72
UNION BANK - PROVIDENT INST. FUND	161,502.54	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	161,502.54	161,502.54
UNION BANK - PROVIDENT INST. FUND	0.23	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	0.23	0.23
UNION BANK - PROVIDENT INST. FUND	19,997.26	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	19,997.26	19,997.26
UNION BANK - PROVIDENT INST. FUND	886,783.44	4.5100%	4.5100%	18-Dec-03	30-Dec-16	4,761	2,375	886,783.44	886,783.44
CDC FUNDING GUARANTEE INVEST AGREEMENT	131,355.81	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	131,355.81	131,355.81
UNION BANK - PROVIDENT INST. FUND	0.79	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	0.79	0.79
UNION BANK - PROVIDENT INST. FUND	663,151.65	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	663,151.65	663,151.65
UNION BANK - PROVIDENT INST. FUND	2,567,848.72	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	2,567,848.72	2,567,848.72
UNION BANK - PROVIDENT INST. FUND	48,363.79	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	48,363.79	48,363.79
UNION BANK - PROVIDENT INST. FUND	718,512.16	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	718,512.16	718,512.16
UNION BANK - PROVIDENT INST. FUND	2,916,116.97	0.0100%	0.0100%	01-Apr-10	01-Jul-10	91	1	2,916,116.97	2,916,116.97
BNY - WELLS FARGO TREASURY PLUS	1.00	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	1.00	1.00
BANK OF ALAMEDA- CERTIFICATE OF DEPOSIT	565,910.90	1.8000%	1.8000%	08-Feb-07	08-Feb-11	1,461	223	565,910.90	565,910.90
BLACKROCK LIQUIDITY FUND	0.07	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	0.07	0.07
ASSURED GUARANTY FINANCIAL GUARANTY	2.00	0.0000%	0.0000%	01-Apr-10	01-Jul-10	91	1	2.00	2.00
TOTAL AND AVERAGES	\$23,242,462.74	1.4836%	1.4826%			444	151	\$23,242,462.74	\$23,242,462.74

CITY OF ALAMEDA
INVESTMENT PORTFOLIO FOR THE QUARTER ENDING JUNE 30, 2010

DESCRIPTION	BOOK VALUE	RATE	YIELD	PURCHASE DATE	MATURITY DATE	LIFE TO MATURITY DAYS	REMAINING LIFE DAYS	PAR VALUE	MARKET VALUE
U S BANK - FIDELITY INSTITUTIONAL GOVT	\$731,265.50	7.8000%	5.1431%	19-Sep-07	18-Aug-10	1,064	49	\$731,265.50	\$731,265.50
TOTAL AND AVERAGES	\$731,265.50	7.8000%	5.1431%			1,064	49	\$731,265.50	\$731,265.50
6. LOCAL AGENCY INVESTMENT	\$38,427,768.69	0.5600%	0.5600%	01-Apr-10	01-Jul-10	91	1	\$38,427,768.69	\$38,427,768.69
TOTAL AND AVERAGES	\$38,427,768.69	0.5600%	0.5600%			91	1	\$38,427,768.69	\$38,427,768.69

Investments by Type



▨ Federal/Agency Issues

▧ Medium-Term Notes

▩ Investments with Trustees

▦ LAIF and Others

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Teresa L. Highsmith
City Attorney

Date: September 21, 2010

Re: Request For Settlement Authority of Workers' Comp Claim #ALAO-004385

BACKGROUND

We are seeking settlement authority to resolve the workers' compensation claim of Claimant #ALAO-004385 (whose name is withheld to protect his privacy), a twenty-five year employee who was injured within the course and scope of his employment.

DISCUSSION

When the Agreed Medical Evaluator (AME) in this case found that the injuries sustained by our employee were work-related, our employee started medical treatment and began to collect temporary disability benefits. Fortunately, our employee has been able to return to full duty.

The "mutually" Agreed Medical Evaluator (AME), Dr. James Stark, has determined that the injuries sustained by our employee has rendered him 31% permanently disabled, which entitles him to a Permanent Disability (PD) benefit equal to \$31,740.00, payable at \$230 per week. As mandated by law, our employee has received a weekly (PD) advance on this amount, totaling \$10,313.20. This leaves a new balance due of \$21,426.00.

Finally, Dr. Stark advises that our employee will require lifetime medical treatment for the injuries he suffered.

FINANCIAL IMPACT

Workers' Compensation reserves, which are set aside as a funding source for workers' compensation claims, are adequate to fund the loss.

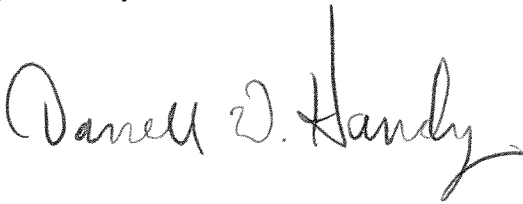
RECOMMENDATION

We are requesting settlement authority of \$21,426.00 in "new money", with lifetime medical care for the injury sustained to our employee, Claimant # ALAO-004385.

Respectfully submitted,



Teresa L. Highsmith
City Attorney

By: 

Darrell W. Handy
Risk Manager

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Ann Marie Gallant
Interim City Manager

Date: September 21, 2010

Re: Award a First Amendment in the Amount of \$53,385 to Suarez and Munoz
Construction, Inc. for the Webster Street/Wilver "Willie" Stargell Avenue
Intersection Project – Landscape & Irrigation Improvements, No. P.W. 06-
09-18

BACKGROUND

On March 2, 2009, the City Council awarded a contract in the amount of \$613,928, including an \$80,000 contingency (15%), to Suarez & Munoz Construction Inc., for the Webster Street/Wilver "Willie" Stargell Avenue Intersection Project – Landscape & Irrigation Improvements, No. P.W. 06-09-18. The project is approximately 50% complete.

DISCUSSION

During construction, a buried slab was encountered within the proposed landscape area for the northwest corner of Stargell Avenue and Mariner Square Loop, resulting in extra work of approximately \$48,200 for removal and import of new topsoil. In addition, the City would like to undertake landscaping, grading, and irrigation work along the College of Alameda frontage on Webster Street to enhance the project and school boundaries. To ensure there are sufficient funds to complete the project and to avoid potential costly delay claims, staff requests an additional \$53,385 be added to the existing contract, for a total contingency of 25%, to cover additional and unanticipated work. A copy of the First Amendment is on file in the City Clerk's office.

FINANCIAL IMPACT

The budget for the Stargell Avenue project, including both the street and landscaping, is shown in the following table and includes funds for the additional 10% contingency.

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Revenue:	Account Number	Amount
STIP	36200	\$3,755,262
CFD#2	361	\$ 380,000
ARRA Lease	858	\$ 700,000
FISC Lease	256	\$ 800,000
CDF	340.11	\$ 620,000
Sewer Fund	620	\$2,948,753
Revenue Total:		\$9,204,015
Expense:		
Construction Contract		\$6,391,935
Construction Contingency (25%)		\$1,597,984
Contract Administration		\$ 85,000
Engineering Support		\$ 260,093
Environmental Consultant		\$ 133,700
Landscape Architect		\$ 70,000
Materials Testing		\$ 24,950
Construction Management (8%)		\$ 604,991
Support Contingency (3%)		\$ 35,362
Total Expenses		\$9,204,015

There is no financial impact to the City's General Fund.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Alameda Municipal Code. The installation of additional trees and landscaping is consistent with the goals of the City's Local Action Plan for Climate Protection.

ENVIRONMENTAL REVIEW

On May 21, 2002, the City of Alameda, in its role as Lead Agency under the California Environmental Quality Act (CEQA), adopted Resolution No. 13455 adopting a Mitigated Negative Declaration (MND) for the project. On February 13, 2006, the City prepared an addendum letter to the MND regarding a minor realignment of Stargell Avenue.


Honorable Mayor and
Members of the City Council

September 21, 2010
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RECOMMENDATION

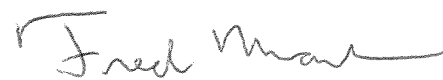
Award a first amendment in the amount of \$53,385 to Suarez and Munoz Construction, Inc., for the Webster Street/Wilver "Willie" Stargell Avenue intersection project – landscape & irrigation improvements, No. P.W. 06-09-18.

Respectfully submitted,



Matthew T. Naclerio
~~Public Works Director~~

Approved as to funds and account,



Fred Marsh
Controller

MTN:ES:gc

Exhibit

1. First Amendment (on file in the City Clerk's office)

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Ann Marie Gallant
Interim City Manager

Date: September 21, 2010

Re: Authorize the Interim City Manager to Negotiate and Execute the Fifth
Amended Joint Exercise of Powers Agreement between the City of Alameda
and East Bay Municipal Utility District

BACKGROUND

On May 2, 1997, the City entered into a Joint Exercise of Powers Agreement (JPA) with East Bay Municipal Utility District (EBMUD) for the operation and maintenance of the water distribution facilities at Alameda Point. This agreement has been amended several times, most recently in 2005, and is due to expire September 30, 2010. The new amendment extends the terms of the agreement six months, until March 31, 2011.

DISCUSSION

The City of Alameda does not have in-house expertise to operate and maintain the water distribution facilities at Alameda Point. Since 1997, EBMUD has performed this work on behalf of the City through a JPA. The City compensates EBMUD for all associated costs, but requires that EBMUD obtain prior City approval for any routine operations, maintenance, or emergency work that exceeds a specified capped dollar amount. The Fifth Amended Joint Exercise of Powers Agreement will enable EBMUD to continue to operate and maintain the Alameda Point water distribution facilities for the City until March 31, 2011. The amendment also increases the prior capped dollar amount for routine operations and maintenance work from \$6,000 to \$7,000 per month and emergency work from \$25,000 to \$30,000 per incident.

The amendment provides a six-month extension to renegotiate the terms of the existing JPA and address EBMUD's concerns with constructing needed capital improvements to the water system prior to conveying the system to EBMUD. Staff notes that the current JPA insurance requirements are inconsistent with the City's standard requirements for contractors maintaining City facilities and are discussing revisions to this language with EBMUD. For example, the JPA requires the City's insurance policy to be primary and non-contributory to any insurance carried by EBMUD and to include coverage of explosion, collapse, and underground hazards. Typically, the City requires its contractor to carry primary insurance and to include all required coverage. A copy of the agreement is on file in the City Clerk's office.

Honorable Mayor and
Members of the City Council

September 21, 2010
Page 2 of 2

FINANCIAL IMPACT

The City will compensate EBMUD for its actual costs to perform operations and maintenance activity, and related services. This work is funded by Alameda Point Lease Revenues. There is no impact to the General Fund as a result of this action.

RECOMMENDATION

Authorize the Interim City Manager to negotiate and execute the Fifth Amended Joint Exercise of Powers Agreement between the City of Alameda and East Bay Municipal Utility District.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director



Leslie Little
Economic Development Director

Approved as to funds and account,



Fred Marsh
Controller

MTN:gc

Exhibit:

1. Fifth Amended Joint Exercise of Powers Agreement (on file in the City Clerk's office)

cc: Leann Gustafson, Maintenance Superintendent, EBMUD

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Ann Marie Gallant
Interim City Manager

Date: September 21, 2010

Re: Adopt a Resolution Authorizing the Interim City Manager to Submit a
FY10-11 Transportation Fund for Clean Air Regional Fund Application to
the Bay Area Air Quality Management District for \$430,000 to Initiate an
Estuary Crossing Bicycle/College Shuttle, Provide \$43,000 in
Transportation Systems Management/Transportation Demand
Management Funds for the Local Match, and Execute All Necessary
Documents

BACKGROUND

The Bay Area Air Quality Management District (BAAQMD) has allocated an estimated \$8 million in funds for the Transportation Fund for Clean Air (TFCA) Regional Fund for FY10-11. All cities and counties in the nine-county San Francisco Bay Area may apply for the TFCA Regional Fund. Only projects that result in the reduction of motor vehicle emissions within BAAQMD's jurisdiction are eligible.

DISCUSSION

Public Works Department staff proposes to submit a TFCA application for an estuary crossing bicycle/college shuttle (shuttle) in the amount of \$430,000. The shuttle will travel between the cities of Alameda and Oakland, with stops at the College of Alameda and Lake Merritt BART near Laney College. Public Works staff is working with AC Transit and the City of Oakland to add a second stop in Oakland at Harrison Street and 8th Street. The targeted shuttle users are bicyclists, students, faculty, and staff from the College of Alameda and Laney College, as well as the general public. The free service is anticipated to have 30-minute headways, and will operate during the peak hours, most likely 6:30 a.m. to 9:30 a.m. and 3:30 p.m. to 7:00 p.m. The shuttle service will use a 40-foot shuttle bus with bicycle storage capabilities inside the bus. The service will be coordinated with the Lake Merritt BART schedule.

A proportion of existing Webster Tube and Posey Tube travelers using private vehicles are expected to use the shuttle. Today, bicyclists and pedestrians traveling between the west end of Alameda and Oakland's downtown must use either a bus or a narrow

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path in the Posey Tube with two-way pedestrian and bicycle traffic. Due to the limitations of this estuary crossing, pedestrians and bicyclists are reluctant to use it, thereby reducing the potential diversion from automobiles to walking and bicycling in this congested corridor.

FINANCIAL IMPACT

The funds for this local match of \$43,000 are budgeted under Fund 225, TSM/TDM Fund - Special Transportation Projects and Programs. The proposed project will provide funding for two years. If successful, continuation of the shuttle operations would need to be funded by the City, possibly through developer fees. This project does not impact the General Fund.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Alameda Municipal Code. The Alameda Landing Environmental Impact Report (2006) identifies a TDM program that includes shuttle operations to nearby BART stations. The City of Alameda also is in the process of completing a citywide TSM/TDM Plan, which will recommend ways to fund alternative transportation strategies such as the shuttle. In addition, the project directly supports the following General Plan Objectives:

- 4.1.2.e Work with regional, state, and federal agencies to develop plans for design, phasing, funding, and construction of facilities to enhance multimodal cross-estuary travel, such as increased access to Interstate 880 (bridge, tunnel or other vehicle connection) bike/pedestrian shuttles or high occupancy vehicle-only crossing (e.g. transit or carpool lane) to Oakland.
- 4.3.1.e Provide amenities or support programs to make using alternative modes a more attractive option.

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Act (CEQA), this project is Categorically Exempt under CEQA Guidelines Section 15301(c), Existing Facilities.

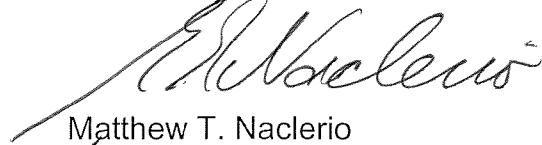
Honorable Mayor and
Members of the City Council

September 21, 2010
Page 3 of 3

RECOMMENDATION


Adopt a resolution authorizing the Interim City Manager to submit a FY10-11 TFCA Regional Fund application to the BAAQMD for \$430,000 to initiate a shuttle, provide \$43,000 in TSM/TDM funds for the local match, and execute all necessary documents.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Approved as to funds and account,



Fred Marsh
Controller

OK:GP:gc

Approved as to Form


City Attorney

CITY OF ALAMEDA RESOLUTION NO. _____

AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT AN APPLICATION TO THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT'S FY10-11 TRANSPORTATION FUND FOR CLEAN AIR REGIONAL FUND FOR \$430,000, PROVIDE \$43,000 IN SPECIAL TRANSPORTATION PROJECTS AND PROGRAMS FUNDS FOR THE LOCAL MATCH, AND EXECUTE ALL NECESSARY DOCUMENTS FOR AN ESTUARY CROSSING BICYCLE/COLLEGE SHUTTLE

WHEREAS, California Health and Safety Code Sections 44241 and 44242 authorize the Bay Area Air Quality Management District (BAAQMD) to allocate funds to its Transportation Fund for Clean Air (TFCA) program to fund eligible projects; and

WHEREAS, the BAAQMD, as the regional air pollution control agency for the San Francisco Bay Area, has adopted TFCA Regional Fund Policies and Evaluation Criteria for FY10-11; and

WHEREAS, the City of Alameda desires to submit a request to the BAAQMD to fund an Estuary Crossing Bicycle/College Shuttle (shuttle), which will benefit bicyclists, students, faculty, and staff from the College of Alameda and Laney College as well as the general public.

NOW, THEREFORE, BE IT RESOLVED by the Alameda City Council that the Interim City Manager is authorized to submit a request to the BAAQMD for the allocation of \$430,000 and provide \$43,000 in Special Transportation Projects and Programs Funds for the local match to implement a shuttle, and execute all necessary documents.

BE IT FURTHER RESOLVED that there is no pending or threatened litigation that might adversely affect the shuttle to this resolution, or that might impair the ability of the City of Alameda to carry out the project; and

BE IT FURTHER RESOLVED that a certified copy of this resolution, and any accompanying supporting materials shall be forwarded to the BAAQMD as part of the TFCA Regional Fund application.

* * * * *

Resolution #4-H
9-21-10

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 21st day of September, 2010, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSECTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 22nd day of September 2010.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Ann Marie Gallant
Interim City Manager

Date: September 21, 2010

Re: Adopt a Resolution Authorizing the Interim City Manager to Execute a
Project Operating Agreement with the East Bay Regional Communications
System Authority for a Regional Radio Communication System

BACKGROUND

The East Bay Regional Community System Authority (EBRCSA) was created as a Joint Powers Authority (JPA) on September 11, 2007, with the goal of developing and operating a radio communications system that would provide regional interoperability. The new system will replace a patchwork of systems currently in use in Contra Costa and Alameda Counties. All systems are in need of replacement or upgrade, and most lack adequate capacity.

DISCUSSION

The EBRCSA currently includes 36 member agencies comprised of both counties, 29 cities, four special districts, and the University of California. The radio communications systems currently in use by members of EBRCSA utilize four different frequency bands, which allows for no interoperability among agencies operating in different frequency bands.

The proposed EBRCSA radio communication system was designed by Motorola through a procurement process initiated by Alameda County. EBRCSA hired CTA communications to complete a review of the original design, make recommendations as to the final design, and provide cost information on the final build out of the system, as well as the annual operating and maintenance costs.

The current estimated cost to complete the new system is approximately \$70 million. EBRCSA has secured approximately \$39 million in funds from the Bay Area Super Urban Area Security Initiative, Urban Area Security Initiative, State Homeland Security and COPS grant programs. Funds have been used to date to develop the system and purchase equipment. The West Contra Costa County Cell is now complete and will be available for use once the testing is complete. The East Alameda County Cell is 80% complete and expected to be operational by the end of the year. The full system is targeted to be operational and available to all system users prior to January 1, 2013.

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09-21-10

EBRCSA has been working with Alameda and Contra Costa Counties on a financing strategy that incorporates a combination of grants and debt financing to fund the remaining \$31 million needed to complete the system. An additional \$14 million in grants are anticipated to be received within the next four years, for a total of \$17 million remaining to be financed.

The cost to each member agency will be allocated based upon the total number of radios held by each agency. Monthly per radio charges (user fees) will be determined based upon a total annual debt service payment of \$2,066,000, plus total system maintenance and operations costs of \$3,850,000, divided by the total number of radios operating on the system. Monthly user fees are estimated to fall within a range of \$40 to \$45 per radio depending on the final radio count. Debt service payments commence in FY13-14, once the entire system is operational, and continue through 2028.

The new user fees will replace the current monthly user fees being paid by EBRCSA members for maintenance and operations. Agencies may choose to fund their share of the capital system costs fully upon operation, or participate in the \$17 million debt financing.

Based on the current estimated count of 11,000 radios systemwide, the capital cost to participate in the system is an estimated \$1,545 per radio, or the total cost of the financing (\$17 million) divided by the total number of radios systemwide. The annual cost to participate in the debt financing is an estimated \$188 per radio per year for 15 years, or the annual debt service payment (\$2,066,000) divided by the total number of radios (11,000). Agencies that elect to pay the full cost now will see monthly user fees reduced by approximately one-third since maintenance and operations fees, not the annual debt service payments, will be assessed.

The City of Alameda currently has 462 radios, allocated among Police, Fire, Public Works, Housing, and Alameda Municipal Power. Paying for the City's share of the capital costs of the system will cost an estimated \$714,000. Participating in the debt financing, in contrast, will cost approximately \$1.3 million. Staff therefore recommends paying for the system, using funds available in the City's Equipment Replacement Internal Service Fund. This would reduce the overall capital cost of the system to the City by approximately \$600,000. Monthly user fees would be reduced from an estimated \$249,480 per year, assuming a fee of \$45 per radio per month, to approximately \$166,320 per year, or \$30 per radio per month.

EBRCSA is requiring each participating agency to adopt a resolution approving the operating agreement that will financially commit the City to participate in the EBRCSA communication system, based upon the number of radios that the City plans to operate.

FINANCIAL IMPACT

The estimated cost for the purchase of 462 radios for the City for the new communications system is \$714,000, based upon the EBRCSA purchasing a total of 11,000 radios for the communications system. The one-time payment for the radios will be made from the City's Equipment Replacement Internal Service Fund (070120 91010).

The fund will be replenished through annual reimbursement charges totaling approximately \$42,000 to the Police, Fire, Housing and Public Works Departments and Alameda Municipal Power beginning in FY11-12 for 15 years, the expected useful life of the radios. The assessments will be allocated on a pro rata basis based upon the number of radios to be purchased for each department.

The per-radio monthly user fees are budgeted in the FY10-11 General Fund budget for the Police and Fire radios and a portion of the Public Works radios. The remainder of the Public Works radio charges is allocated to non-General Fund programs, including Fleet and Facility Maintenance, Sewer Maintenance and Operations, and Storm Drainage Maintenance. The AMP monthly charges are budgeted in its Operating Budget; the Housing charges are budgeted in the Managed Housing Program.

RECOMMENDATION

Adopt a resolution authorizing the Interim City Manager to execute a project operating agreement with the East Bay Regional Communications System Authority for a regional radio communication system.

Respectfully submitted,



Lisa Goldman
Deputy City Manager



Michael C. Noonan
Interim Chief of Police



Mike Fisher
Acting Fire Chief

Approved as to funds and account,



Fred Marsh
Controller

CITY OF ALAMEDA RESOLUTION NO. _____

APPROVING A PROJECT OPERATING AGREEMENT WITH THE EAST BAY
REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

WHEREAS, the City of Alameda is a member of the East Bay Regional Communications System Authority (the "EBRCSA"), a joint powers authority organized and existing under and by virtue of the laws of the State of California, [pursuant to a Joint Exercise of Powers Agreement dated as of September 11, 2007; and

WHEREAS, the EBRCSA is authorized to acquire, plan, design, finance, construct, operate and maintain a P-25 compliant communications system serving Alameda and Contra Costa counties and individual political jurisdictions therein, including the City of Alameda (the "Project"); and

WHEREAS, the EBRCSA intends to issue Revenue Bonds (the "Bonds") for the purpose of financing the acquisition, construction and operation of the Project, and will own and operate the Project for the benefit of its members and subscribers; and

WHEREAS, the Operating Agreement attached hereto sets forth the terms and conditions of Service Payments and Operating Payments by the City of Alameda for EBRCSA's acquisition, construction and operation of the Project for the benefit of its members and subscribers, including the City of Alameda; and

WHEREAS, the City of Alameda has elected to pay the service payment component of its user payments for this project upfront, and will only be responsible for the operating payment component of the annual user payments as detailed in the Project operating agreement, thereby ceasing and terminating all debt service obligations described in the attached Project Operating Agreement; and

WHEREAS, the Operating Agreement is intended to establish a means of providing Revenues for the Project, and is not in itself an approval of the Project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alameda hereby: (1) approves the Operating Agreement in the form attached hereto; (2) authorizes the City Manager to execute the Operating Agreement; and (3) authorizes the City Manager to execute such further documents and take such further actions as may be necessary and appropriate to implement the intent of this Resolution and which do not materially or substantially increase the City of Alameda's obligations thereunder.

* * * * *

Resolution #4-I
9-21-10

Approved as to Form


City Attorney

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

PROJECT OPERATING AGREEMENT

This PROJECT OPERATING AGREEMENT (the "Operating Agreement"), made and entered into as of _____, 2010, (the "Effective Date"), by and between the East Bay Regional Communications System Authority, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "Authority"), and the public agency set forth on the signature page hereof ("User").

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), formed by the Members pursuant to a Joint Exercise of Powers Agreement dated as of September 11, 2007 (the "JPA Agreement"), and is authorized pursuant to Article 4 of the Act (the "Bond Law") to borrow money for the purpose of paying the cost of public capital improvements within the State of California, including a P25 compliant or equivalent communications system serving Alameda and Contra Costa Counties and individual political jurisdictions therein (the "Project"); and

WHEREAS, User and the Authority propose to enter into this Operating Agreement, whereby the Authority will own and operate the Project for the benefit of the Users, and the Users will pay, pursuant to user fees, the cost of the Project, consisting of a buy-in cost based on the number of radios in use in the Project ("Initial Payments"), the cost of the Project (the "Service Payments") and the cost of its annual operation (the "Operating Payments"), (Service Payments and Operating Payments referred to herein collectively as the "User Payments"); and

WHEREAS, the Authority will issue its Revenue Bonds (the "Bonds"), pursuant to its duly adopted resolution ("Resolution"), for the purpose of providing money to acquire the Project; and

WHEREAS, the Bonds are to be secured by a pledge of and first lien on the User Payments to the extent received by the Authority from the Users pursuant to Operating Agreements executed by each of them (the "Revenues"), which Revenues are anticipated to be sufficient in time and amount to pay the principal of and interest on the Bonds; and

WHEREAS, this Operating Agreement is intended to establish a means of providing the Revenues and ensuring the sound operation of the Project, and is not in itself an approval of the Project.

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the undersigned User and the Authority agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions.

Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes hereof, and of any amendment hereof, and of any opinion or report or other document mentioned herein or therein, have the meanings defined herein; the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. All capitalized terms used in this Operating Agreement and not defined herein shall have the meanings ascribed thereto in the Trust Agreement.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California.

"Authority" means the East Bay Regional Communications System Authority, a joint exercise of powers authority organized and existing under the Act and any successor thereto.

"Authorized Representative" means: (a) with respect to the Authority, its Chair, Vice Chair, Executive Director, or Secretary, or any other person designated as an Authorized Representative of the Authority by a Written Certificate of the Authority signed by its Chair and filed with the Trustee; and (b) with respect to a User, any person authorized to perform any act or sign any document by or pursuant to a resolution of the governing board of such User and filed with the Authority.

"Bondholder or " Bond Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Bond Law" means Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended from time to time.

"Bonds" means the Revenue Bonds of the Authority issued from time to time to finance the Project pursuant to the Trust Agreement.

"Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California, or in any state in which the Office of the Trustee is located, are closed.

"County" means the County of Alameda and/or the County of Contra Costa, as further specified herein.

"Debt Service" means the debt service due Alameda and Contra Costa Counties on the EBRCSA Bonds and set forth in the Trust Agreement and/or Financing Agreements, as they may be amended or supplemented from time to time.

"Due Date" means, with respect to the User Payments, August 31st of each year.

"Event of Default" means an event of default described in Section 5.01 hereof.

"Financing Agreement" means an agreement between the Authority and the respective County pursuant to which County will purchase the Bonds.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official Fiscal Year period of the Authority designated in a Written Certificate of the Authority delivered to the Trustee.

"Initial Payments" means the charge established by the Authority as an up-front payment required to become a User pursuant to Section 3.01.

"JPA Agreement" means that certain Joint Exercise of Powers Agreement, dated as of September 11, 2007, establishing the Authority, as originally executed or as it may from time to time be supplemented, modified or amended as provided therein.

"Members" means Users that are signatories to the JPA Agreement, as the same may be amended and that are parties to an Operating Agreement.

"Net Proceeds" means, when used with respect to any insurance or condemnation award received by the Authority, the proceeds from such insurance or condemnation award remaining after payment of all reasonable expenses (including attorneys' fees) incurred in the collection of such proceeds.

"New User" means a User entering into an Operating Agreement with the Authority that has not paid a \$200 per radio Initial Payment.

"Operating Agreement" means this operating agreement, dated as of _____, including any amendments and supplements hereto.

"Operating Costs" means the costs spent or incurred by the Authority for maintaining and operating the Project, including all expenses of management, repair and operation, including but not limited to costs of electricity, outside vendor contracts, software license and upgrades, , replenishment of the Reserve and Replacement Fund, and all other expenses necessary to maintain and preserve the Project in good repair and working order, and all administrative costs of the Authority, including administrative costs attributable to the Project and to the Operating Agreement, including without limitation salaries and wages of employees, overhead, insurance, taxes (if any), expenses, reasonable compensation and indemnification of fiscal agents, paying agents and trustees with respect to the foregoing, and fees of auditors, accountants, attorneys or engineers, and all applicable federal, state and local requirements pertaining to the operation of the Project.

"Operating Payment" means the share of Operating Costs, including but not limited to funding of the Reserve and Replacement Fund and funding of new capital, annually allocated to each User, as annually determined by the Authority.

"Operating Period" means the period in each year from July 1 to and including the following June 30, during which time the Authority is operating the Project.

"Project" means that certain public safety radio system to be financed with the proceeds of the Bonds and all other sources of financing available to the Authority, as described in Exhibit B hereto, as the same may be amended from time to time.

"Reserve and Replacement Fund means the reserve and replacement fund held by the Authority pursuant to Section 3.06 hereof.

"Reserve and Replacement Fund Requirement" means that requirement for the Authority's maintenance of a minimum of One Million Dollars (\$1,000,000) in the Reserve and Replacement Fund.

"Revenue Fund" means the special fund held by the Trustee pursuant to the Trust Agreement.

"Revenues" means (a) the Initial Payments, (b) all User Payments received by the Authority from the Users hereunder, including the proceeds of any business interruption insurance, (c) investment income with respect to any moneys held by the Trustee in the funds and accounts established under the Trust Agreement and/or the Financing Agreements, and (d) all other funds from any source legally available to the Authority.

"Service Payments" means the annual payments by each User for the service provided by the Project in the applicable Operating Period, in the amounts set forth in Exhibit A hereto, as revised periodically from time to time by the Authority, which amounts shall be used by the Authority to pay the principal of and interest on the Bonds and/or be deposited in the Reserve and Replacement Fund.

"Subscribers" means users of the Project pursuant to conditions imposed by the Authority and this Operating Agreement, that are parties to this Operating Agreement but are not signatories to the JPA Agreement.

"Trustee means initially the Treasurer, Auditor or other designee of the County of Alameda or such other firm appointed by the Authority and acting as an independent Trustee with the duties and powers provided in the Trust Agreement; its successors and assigns; and any other corporation or association which may at any time be substituted in its place, as provided in the Trust Agreement.

"Trust Agreement" means the Trust Agreement, dated as of October 1, 2010, between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented.

"User Payment" means, collectively, the Service Payment and the Operating Payment due in any year, except to the extent such amounts are rebated to a User due to abatement of such User's obligations hereunder as provided in Section 3.04 hereof.

"Users" includes Members and Subscribers.

ARTICLE II

OPERATION OF THE FACILITIES

Section 2.01. Operation of the Project: Title.

The Authority has or will enter into purchase orders and contracts to supervise and provide for, or cause to be supervised and provided for, the complete planning, design, construction, acquisition, financing, improvement, repair, modification and installation of the Project. The Authority covenants to obtain such land use permits as are required for acquisition and installation of the Project. In the event any such permit cannot be reasonably obtained, the Authority will use its best efforts to pursue alternate sites for such component of the Project. The Authority agrees that it will cause the work under said contracts to be diligently performed and that the Project will be constructed, improved, repaired, modified, acquired and installed in accordance with the specifications approved by the Authority. In connection therewith, the Authority hereby agrees to operate the Project for the duration of this Operating Agreement.

The Project shall be used for radio service for public safety and other governmental uses for the benefit and convenience of the Users, which shall have the right to use the Project at all times herein mentioned at rates and charges established by the Authority, except as otherwise provided pursuant to Article V hereof. In order to effectively operate the Project, the Authority hereby agrees to maintain and preserve the Project in good repair and working order at all times and to operate the Project in an efficient and economical manner, and will pay all maintenance and operation costs of the Project as they become due and payable from available revenues.

At all times during the term of this Operating Agreement the Authority shall hold title to the Project, including all additions which comprise fixtures, repairs, replacements or modifications thereto, except for such equipment as is owned by one or more Users or other governmental agencies and licensed to the Authority. Upon the termination of this Operating Agreement, all right, title and interest in and to the Project shall be retained by the Authority except as may be otherwise provided pursuant to licensing or other agreements.

The Users recognize and acknowledge that the operation, control, ownership and management of the Project is at the complete and sole discretion of the Authority. Nothing in this Operating Agreement shall be construed to limit the Authority's discretion in management and operation of the Project. In connection therewith, User hereby consents to all steps or actions Authority has taken or may take which are necessary or appropriate for the authorization, issuance, sale and delivery of the Bonds and the acquisition and construction of the Project. The Bonds shall be issued, sold and delivered on such terms and conditions as the Authority, in its reasonable discretion, deems necessary or desirable. User hereby agrees to cooperate with the Authority and its designated representatives, and to provide all reasonably requested material relating to the User, in order to timely accomplish such authorization, issuance, sale and delivery of the Bonds; provided that such cooperation does not constitute an agreement to issue any land use permits. However, User covenants to promptly process all applications of the Authority for necessary land use permits.

The Authority will make all reasonable effort to provide continuous service to the Users, but may temporarily discontinue or reduce service to one or more of the Users for the purpose of necessary investigation, inspection, maintenance, repair or replacement of any of the Project, or except as provided in Article V hereof. The Authority shall notify Users as far in advance as reasonably possible of any discontinuance or reduction of service, and the estimated duration of such discontinuance or reduction. Recognizing that the Users will rely on the Authority for uninterrupted service, the Authority agrees to use its best efforts throughout the term of this Operating Agreement to minimize any such discontinuance or reduction of service.

The Authority shall prepare a budget for all Operating Costs by of each year, and shall promptly provide each User with a copy thereof. To the extent Operating Costs in any year exceed the amount set forth in the budget, the Authority shall promptly notify each User in writing of such increases. Upon receipt of such notice, the User hereby agrees to use its best efforts to pay such increased Operating Costs as soon as possible.

Section 2.02. Modification of Project.

The Authority shall have the right to make additions, modifications and improvements to the Project or any portion thereof. All additions, modifications and improvements to the Project shall thereafter comprise part of the Project and become subject to the provisions of this Operating Agreement. Such additions, modifications and improvements shall not in any way damage the Project, or cause the Project to be used for purposes other than those authorized under the provisions of state and federal law; and the Project, upon completion of any additions, modifications and improvements made thereto pursuant to this Section, shall be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements. The Authority will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the Authority pursuant to this Section; provided that if any such lien is established and the Authority may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Users will cooperate fully in any such contest, upon the request and at the expense of the Authority.

Notwithstanding any other provision hereof, the Authority shall be entitled to remove portions of the Project from service, upon a filing with the Trustee of evidence that adequate facilities remain to provide comparable levels of service to the Users notwithstanding any such removal.

Section 2.03. Term.

Unless extended by mutual agreement, the term of this Operating Agreement shall commence on the date of delivery of any Bond to the initial purchaser thereof and terminate (subject to such other termination events as provided in this Operating Agreement), on the date on which no Bonds are Outstanding.

ARTICLE III

PAYMENT OF INITIAL PAYMENTS AND USER PAYMENTS; RESERVE AND REPLACEMENT FUND

Section 3.01. Payment of the Initial Payment and User Payments.

New Users who enter into this Operating Agreement and existing Users who have paid an Initial Payment of \$200 per radio who wish to increase the number of radios in their existing service, shall pay an Initial Payment to the Authority, or its successors or assigns, from any source of legally available money, of Two Hundred Dollars (\$200) per radio. The Initial Payments shall be deposited in the Reserve and Replacement Fund. In addition, each New User, or User increasing the number of radios in service, shall pay an Operating Payment equal to the fee per radio paid by all then existing Users, and a Service Payment per radio equal to that paid by each existing User then paying a Service Payment, unless such New User selects prepayment of its Service Payment.

In the event that a New User chooses to prepay its Service Payment at the time of its execution of the Operating Agreement, the Authority will calculate the appropriate contribution of the New User based on the total cost of the Project, and will deposit such Service Payment in the Reserve and Replacement Fund.

In addition to any required Initial Payment, on each Due Date, beginning in 2013, unless required earlier pursuant to a supplemental agreement, each User shall each pay to the Authority, or its successors or assigns, from any source of legally available money, its Service Payment, and its Operating Payment. The Operating Payment owed by each User shall be in the amount annually determined by the Authority for such Operating Period. The payment in any Operating Period by a User of its User Payment shall be for use of the Project by such User during such Operating Period. Service Payments for New Users entering into an Operating Agreement after August 2013 shall be deposited in the Reserve and Replacement Fund.

Each Initial Payment and User Payment shall be payable by the Users in accordance with the terms hereof and at the times required herein in lawful money of the United States of America. In the event a User should fail to make any of the payments required in this Section 3.01, the payment in default shall continue as an obligation of such User until the amount in default shall have been fully paid, and the Users agree to pay the same with interest thereon, to the extent permitted under applicable law, from the date of default to the date of payment at the highest rate of interest represented by any Outstanding Bond plus one percent (1%). Overdue Service Payments, if received, shall be deposited in the Reserve and Replacement Fund to the extent that the amount on deposit therein is less than the Reserve and Replacement Fund Requirement, and then to the Revenue Fund. Overdue Operating Payments shall be used by the Authority to pay Operating Costs.

The User Payment coming due and payable during each Operating Period shall constitute the total payment for service to such User provided by the Project for such Operating Period, and shall be paid by each User in each Operating Period for and in consideration of the right of the use and service provided by the Project during each Operating Period. The parties hereto have

agreed and determined that the total User Payment represents not more than the fair value of the cost of the service provided by the Project. In making such determination, consideration has been given to the estimated fair market value of the Project, the costs of financing, servicing and operating the Project, other obligations of the Users and the Authority under this Operating Agreement, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the Users and the general public.

Section 3.02. Source of Payments: Budget and Appropriation.

The User Payments shall be payable from any source of legally available funds of the Users. User covenants to take such action as may be necessary to include all payments owed hereunder in each of its annual budgets during the term of this Operating Agreement and to make the necessary annual appropriations for all such payments. The covenants on the part of User contained herein shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of User to take such action and do such things as are required by law in the performance of the official duty of such officials to enable such User to carry out and perform the covenants and agreements of such User in this Operating Agreement.

In the event of abatement of User's Service Payment due to the Project being unavailable for use, the Authorized Representative of such User and all other officers of such User charged with the duty of preparing and submitting the annual budget of User to its legislative body shall include in the proposed budget, and request that the legislative body include in the final approved budget, and thereby appropriate, any amount necessary to replenish the Reserve and Replacement Fund in the amount of such User's abated Service Payment. Such officers shall use their best efforts to obtain such appropriation. The request for inclusion in the final approved budget and appropriation shall be made in each Fiscal Year following any such abatement so long as is necessary to restore the Reserve and Replacement Fund. Notwithstanding the foregoing provisions of this paragraph, the decision of the legislative body as to whether or not to approve and appropriate any amount under this paragraph in any given Fiscal Year for the purpose of reinstating the Reserve and Replacement Fund Requirement is in the sole and sound discretion of such legislative body, and the failure to make any such appropriation in any given Fiscal Year shall not constitute an Event of Default under this Operating Agreement.

Section 3.03. Reserved.

Section 3.04. Abatement of Payment of User Payments.

If the Project shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, this Operating Agreement shall cease with respect thereto as of the day possession shall be so taken. If less than all of the Project shall be taken permanently, or if the Project or any portion thereof shall be taken temporarily, under the power of eminent domain, and there is a resulting substantial interference with the service provided by the Project, then (a) this Operating Agreement shall continue in full force and effect with respect thereto and shall not be terminated by virtue of such taking and the parties hereto waive the benefit of any law to the contrary, and (b) there shall be a partial

abatement of the User Payments, in an amount to be determined by the Authority such that the resulting User Payments represent fair consideration for the service provided by the remaining usable components of the Project. The User Payments shall be abated during any period in which there is a material failure by the Authority to provide radio service from the Project to such User. The amount of such abatement shall be determined by the Authority such that the resulting User Payments represent fair consideration for the service provided by the portions of the Project not damaged or destroyed. Such abatement shall continue for the period commencing with such material damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such material damage, destruction or malfunction, this Operating Agreement shall continue in full force and effect and User waives any right to terminate this Operating Agreement by virtue of any such damage and destruction.

Section 3.05. Receipt and Deposit of User Payments.

The Authority covenants and agrees that the User Payments, when and as received, will be received and held by or on behalf of the Authority in trust and deposited in the Revenue Fund.

Section 3.06. Establishment, Maintenance and Use of Reserve and Replacement Fund.

The Authority shall maintain and hold a separate fund to be known as the "Reserve and Replacement Fund." The Authority shall deposit Revenues remaining after paying Debt Service on the Bonds, and Operating Payments remaining after payment of all Operating Costs for the Fiscal Year, in the Reserve and Replacement Fund until the amount on deposit therein is at least equal to the Reserve and Replacement Fund Requirement, and thereafter add such amounts as the Authority shall determine from time to time as necessary to replenish the Reserve and Replacement Fund so that it has on deposit an amount at least equal to the Reserve and Replacement Fund Requirement. The Authority may withdraw amounts from the Reserve and Replacement Fund for use in repairing, improving or replacing the Project or any component thereof; providing credits to Users pursuant to Exhibit A hereto; or for any other lawful purpose that is authorized by the Authority's Board of Directors; provided, however, that in the event any User Payment is abated as provided herein or is insufficient to pay Debt Service, amounts on deposit in the Reserve and Replacement Fund may be used for transfer to the Trustee in an amount equal to such abated User Payments or such insufficiency, until such time as the abatement is discontinued and User Payments are sufficient to pay Debt Service.

ARTICLE IV

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 4.01. Compliance with Operating Agreement.

The Users will punctually pay the User Payments in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by them.

The Authority will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein and in the Trust Agreement required to be observed and performed by it, and it is expressly understood and agreed by and among the parties to this

Operating Agreement that each of the agreements, conditions, covenants and terms contained in this Operating Agreement is an essential and material term of the operation of the Project by the Authority.

Section 4.02. Against Encumbrances.

The Authority hereby covenants that as of the date hereof there is no pledge of or lien on the Revenues other than the pledge and lien securing the Bonds. The Authority will not make any pledge of or place any lien on the Revenues except as provided for herein or in the Resolution.

Section 4.03. Against Sale or Other Disposition of Property.

The Authority will not sell, lease, encumber or otherwise dispose of the Project or any part thereof; provided however, any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the Project, or any material or equipment which has become worn out, may be sold or exchanged at not less than the fair market value thereof, provided that such sale or exchange does not materially adversely affect the service provided by the Project and that the proceeds (if any) of such sale or exchange shall be deposited, at the discretion of the Authority, in the Revenue Fund or the Reserve and Replacement Fund.

Section 4.04. Against Competitive Project.

To the extent permitted by law, the User covenants not to acquire, maintain or operate within the jurisdiction of the Authority any public safety radio system competitive with the Project without the prior written consent of the Authority, which consent shall not be unreasonably withheld.

Section 4.05. Tax Covenants.

The Authority and User hereby covenant that they shall not make or permit any use of the Project that may cause the Bonds, or bonds the proceeds of which are used to purchase the Bonds, to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

The Authority covenants that so long as any Bonds remain Outstanding, the amount of capacity of the Project to be used, allocated or assigned to any person, other than a governmental unit, will not exceed ten percent (10%) of the total capacity of the Project during such period. For these purposes, the total capacity of the Project shall be determined by multiplying the capacity of the Project by the number of years in the term of the Bonds. The term "governmental unit" means the State of California or any political subdivision thereof but excludes the United States Government or any agency thereof.

Section 4.06. Access to the Project.

The Users and any Authorized Representative of the Users, and the Users' successors or assigns, shall have the right at all reasonable times to enter upon and to examine and inspect the

Project or any part thereof. The Users, any Authorized Representative of the Users and the Users' successors or assigns shall further have such rights of access to the Project or any component thereof as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by the Authority to perform its obligations hereunder; provided, however, that neither the Users nor any of their assigns shall have any obligation to cause such proper maintenance.

Section 4.07. Maintenance of Existence; Amendment of JPA Agreement.

User hereby covenants that so long as any Bond is Outstanding, User will not terminate this Operating Agreement except as provided in this Section or Section 6.01 hereof. Withdrawal from the JPA Agreement shall not constitute a withdrawal from this Operating Agreement. User shall use its best efforts to maintain its existence and the existence of the Authority, will not dissolve or otherwise dispose of all or substantially all of its own or the Authority's assets and will not consolidate with or merge into another public agency or permit one or more public agencies to consolidate with or merge into it; provided, however, that User may dissolve, consolidate or merge, sell or otherwise transfer to another entity all or substantially all of its assets, provided that the surviving, resulting or transferee entity, as the case may be (i) is a public agency of the State of California or a subdivision thereof, (ii) assumes in writing all of the obligations of User under this Operating Agreement, and (iii) provides an opinion of Bond Counsel (addressed to the Trustee, Counties and the Authority) to the effect that such dissolution, consolidation, merger, sale or transfer will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes, and complies with the requirements of this Section 4.07. The Authority will use its best efforts to enforce the provisions of this Section 4.07.

So long as any Bond is Outstanding, each Member hereby covenants not to amend or modify the JPA Agreement in a manner which materially affects this Operating Agreement without first obtaining an opinion of Bond Counsel that such modification or amendment does not materially adversely affect the interests of the Bond Owners.

Section 4.08. Payment of Claims.

The Authority will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues or any part thereof or on any funds in the control of the Authority prior or superior to the lien of the Bonds or which might impair the security of the Bonds.

Section 4.09. Compliance with Contracts.

The Authority will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be performed by it contained in all contracts for the use of the Project and all other contracts affecting or involving the Project to the extent that the Authority is a party thereto, including the contract with the initial Project vendor.

Section 4.10. Insurance.

(a) The Authority shall procure and maintain, or cause to be procured and maintained, throughout the term of this Operating Agreement, casualty insurance against loss or damage to the Project, in an amount at least equal to the then Outstanding principal amount of the Bonds. Such insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, fire, lightning, vandalism, malicious mischief and such other hazards as are normally covered by such insurance with extended coverage. Such insurance shall not cover loss or damage by seismic activity. Such insurance shall be subject to such deductibles as are customarily maintained by public agencies with respect to works and properties of a like character, but in any case shall not exceed One Hundred Thousand Dollars (\$100,000). Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Authority, and may be maintained in whole or in part in the form of the participation by the Authority in a joint powers authority or other program providing pooled insurance; provided that such insurance may not be maintained by the Authority in the form of self-insurance. The Net Proceeds of such insurance shall be applied as provided in the Trust Agreement.

(b) The Authority shall maintain or cause to be maintained throughout the term of this Operating Agreement, a standard comprehensive general insurance policy or policies in protection of the Authority, the Users, and their respective members, officers, agents, employees, designated volunteers and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Project as required by the JPA Agreement. Such policy or policies shall provide coverage in such liability limits and be subject to such deductibles as the Authority shall deem adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Authority, and may be maintained in whole or in part in the form of self-insurance by the Authority, subject to the provisions of (e) below, or in the form of the participation by the Authority in a joint powers authority or other program providing pooled insurance. The proceeds of such liability insurance shall be applied by the Authority toward extinguishment or satisfaction of the liability with respect to which paid.

(c) The Authority will procure and maintain, or cause to be procured and maintained, workers' compensation insurance against liability for compensation under the Workers' Compensation Insurance and Safety Act of California, or any act hereafter enacted as an amendment or supplement or in lieu thereof, such insurance to cover all persons employed by the Authority in connection with the operation of the Project; provided that such insurance may be effected under a legal self-insurance program.

(d) The Authority shall procure and maintain, or cause to be procured and maintained, throughout the term of this Operating Agreement, business interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Project and the service provided thereby as a result of any of the hazards covered in the insurance required by this Section 4.10, in an amount at least equal to the maximum Debt Service coming due and payable in any two (2) consecutive years. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the Authority, and may be maintained in whole or

in part in the form of participation in a joint powers authority or other program providing pooled insurance; provided that such insurance may not be maintained by the Authority in the form of self-insurance. The Net Proceeds of such insurance, if any, shall be paid to the Trustee and deposited in the Revenue Fund, and shall be credited towards the User Payments allocable to the insured improvements as the same become due and payable.

(e) Insurance required to be maintained by subparagraphs (b) or (c) above may be effected under a legal self-insurance program so long as (i) the Authority shall certify to the Trustee that the Authority has segregated amounts in a special insurance reserve meeting the requirements of the applicable subparagraph (which segregated reserve may be held by any legal depository of Authority funds) and (ii) the Trustee receives a certificate of a nationally recognized Insurance Consultant that such reserve is actuarially sound, upon which certificate the Trustee may conclusively rely. All policies of insurance required to be maintained herein shall provide that the Trustee shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby, provided, however, the Trustee shall not be responsible for the sufficiency of any insurance herein required.

Section 4.11. Books and Accounts; Statements.

(a) The Authority will keep proper books of record and accounts of the Project, separate from all other records and accounts of the Authority, in which complete and correct entries shall be made of all transactions relating to the Project. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Users.

(b) The Authority will prepare and file with the Trustee and the Counties annually within one hundred eighty (180) days after the close of each Fiscal Year during the term of this Operating Agreement a certified statement that all insurance required by this Operating Agreement to be carried by the Authority with respect to the Project is in full force and effect and complies with the terms hereof.

(c) The Authority will cause to be prepared not more than two hundred ten (210) days after the close of each Fiscal Year financial statements of the Authority for such Fiscal Year prepared in accordance with Generally Accepted Accounting Principles, together with an Accountant's Report thereon prepared by an Independent Certified Public Accountant who examined such financial statements, and a general statement of the physical condition of the Project. The Authority will furnish a copy of such summary statement to the Users.

Section 4.12. Payment of Taxes and Compliance with Governmental Regulations.

The Authority will pay and discharge all taxes, assessments and other governmental charges, if any, which may hereafter be lawfully imposed upon the Project or any part thereof when the same shall become due. The Authority will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Project or any part thereof, but the Authority shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 4.13. Amount of Service and Operating Payments.

The Authority will, at all times during the term of this Operating Agreement, fix, prescribe and collect the Service Payments and Operating Payments in connection with use of the Project so as to yield sufficient amounts, after making reasonable allowances for contingencies and errors in the estimates, to pay the Debt Service and Operating Costs due in the applicable Fiscal Year. The Authority shall provide a written statement to the Counties and the Trustee by October 1 of each year to the effect that it has on deposit, or reasonably expects to have on deposit when needed, sufficient funds to pay the Debt Service and Operating Costs as they come due in the current Fiscal Year.

Section 4.14. Operation of Project.

The Authority will, so long as the Bonds are Outstanding, continue to operate the Project. The Authority will use its best efforts to employ, or cause to be employed, sufficient staff to maintain and operate the Project. User hereby covenants to purchase any replacement or additional components to be used in conjunction with the service provided by the Project from the Authority, or in conformity with such specifications as the Authority may, from time to time, prescribe. User will not use the service provided by the Project with any equipment which is not authorized by the Authority. User hereby covenants not to use the Project in any manner which may adversely affect the service provided by the Project.

Section 4.15. Reserved.

Section 4.16. Further Assurances.

The Authority and the Users will each adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof of the respective parties.

Section 4.17. Eminent Domain Proceeds.

If all or any part of the Project shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be used to prepay or defease the Bonds.

Section 4.18. Use of Eminent Domain.

User hereby covenants and agrees, to the extent it may lawfully do so, that during the term of this Operating Agreement, and so long as any of the Bonds remain Outstanding and unpaid, User will not exercise the power of condemnation with respect to the Project or any component thereof. User further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if User should fail or refuse to abide by such covenant and shall condemn the Project or any component thereof, the appraised value of the Project or such component shall not be less than the greater of (i) if the Bonds are then subject to redemption, the principal and interest due on the Bonds outstanding through the date of their redemption, or (ii) if the Bonds are not then subject to redemption, the amount necessary to defease such Bonds to the first available redemption date in accordance with the Trust Agreement.

Section 4.19. Further Representations, Covenants and Warranties of the Authority.

The Authority represents, covenants and warrants to the Users as follows:

(a) Due Organization and Existence. The Authority is a joint exercise of powers authority duly organized and validly existing under the JPA Agreement and the laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into this Operating Agreement and to carry out and consummate all transactions contemplated hereby, and by proper action the Authority has duly authorized the execution and delivery of this Operating Agreement.

(b) Due Execution. The representatives of the Authority executing this Operating Agreement have been fully authorized to execute the same pursuant to a resolution duly adopted by the Board of the Authority.

(c) Valid, Binding and Enforceable Obligations. This Operating Agreement has been duly authorized, executed and delivered by the Authority and constitutes the legal, valid and binding agreement of the Authority enforceable against the Authority in accordance with its terms.

(d) No Conflicts. The execution and delivery of this Operating Agreement, the consummation of the transactions on the part of the Authority herein contemplated and the fulfillment of or compliance by the Authority with the terms and conditions hereof do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Authority is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Operating Agreement or the financial condition, assets, properties or operations of the Authority.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority, and no consent, permission, authorization, order or license of or filing or registration with any governmental authority is necessary in connection with the execution and delivery of this Operating Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Authority after reasonable investigation, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Operating Agreement, or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in

default with respect to any order or decree of any court or any order, regulation or demand of any federal state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Operating Agreement or the financial conditions, assets, properties or operations of the Authority.

Section 4.20. Representations, Covenants and Warranties of User.

User represents, covenants and warrants to the Authority as follows:

(a) Due Organization and Existence. User is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California, has full legal right, power and authority to enter into this Operating Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action User has duly authorized the execution and delivery of this Operating Agreement.

(b) Due Execution. The representatives of User executing this Operating Agreement are fully authorized to execute the same pursuant to official action taken by the governing body of the User.

(c) Valid, Binding and Enforceable Obligation. This Operating Agreement has been duly authorized, executed and delivered by User and constitutes the legal, valid and binding agreement of User, enforceable against User in accordance with its terms.

(d) No Conflicts. The execution and delivery of this Operating Agreement, the consummation of the transactions on the part of Users herein contemplated and the fulfillment of or compliance by User with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which User is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of User, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions on the part of such User contemplated by this Operating Agreement or the financial condition, assets, properties or operations of such User.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of User, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Operating Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of User after reasonable investigation, threatened against or affecting such User or the assets, properties or operations of such User which, if determined adversely to the User or its

interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Operating Agreement, or upon the financial condition, assets, properties or operations of the User, and User is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Operating Agreement or the financial conditions, assets, properties or operations of User.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default.

Any one or more of the following events shall constitute an Event of Default hereunder:

- (a) Default shall be made in the due and punctual payment by a User of its User Payments when and as the same shall become due and payable;
- (b) Failure by User to observe and perform any non-monetary condition or agreement on its part to be observed or performed, for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied has been given to User by the Authority or the Trustee; provided, however, that if in the reasonable opinion of User the failure stated in the notice can be corrected, but not within such thirty (30) day period, such failure shall not constitute an Event of Default if User shall commence to cure such failure within such thirty (30) day period and thereafter diligently and in good faith cure such failure in a reasonable period of time; or
- (c) User shall file a petition seeking arrangement or reorganization under federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with the consent of a User seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of such User or of the whole or any substantial part of its property;

Section 5.02. Remedies of the Authority.

Whenever any Event of Default shall have happened and be continuing, it shall be lawful for the Authority to, and the Authority shall, at the written direction of any Bond Holder, exercise against a User any and all remedies available pursuant to law or granted pursuant to this Operating Agreement; provided, however, that notwithstanding anything herein or in the Trust Agreement to the contrary, there shall be no right under any circumstances to accelerate the User Payments or otherwise declare any User Payment not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the Users is expressly made a condition and upon the breach thereof the Authority may exercise any and all rights granted hereunder; provided, that no termination of this Operating Agreement shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein

expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Authority shall have and is granted each and every one of the following remedies, subject in all respects to the limitations set forth in Section 5.04.

(a) Enforcement of Payments Without Termination. In the event the Authority does not elect to terminate this Operating Agreement with respect to a User in the manner hereinafter provided for in subparagraph (b) hereof, the User agrees to and shall remain liable for the payment of its User Payment and the performance of all conditions herein contained and shall reimburse the Authority for the full amount of its User Payments to the end of this Operating Agreement; provided that its User Payments shall be payable only at the same time and in the same manner as hereinabove provided for such User Payment, notwithstanding any suit brought by the Authority for the purpose of obtaining possession of the Project or any component thereof or the exercise of any other remedy by the Authority. Notwithstanding the provisions of the JPA Agreement, User agrees that this Operating Agreement constitutes full and sufficient notice of the right of the Authority to re-allocate service provided by the Project in the event of default by a User without effecting a surrender of this Operating Agreement, and further agrees that no acts of the Authority in effecting such re-allocation shall constitute a surrender or termination of this Operating Agreement irrespective of the term for which such re-allocation is made or the terms and conditions of such re-allocation, or otherwise, but that, on the contrary, in the event of such default by a User the right to terminate this Operating Agreement with respect to such User shall vest in the Authority to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. Any User which is in default hereunder agrees to surrender and quit possession of the Project or any component thereof upon demand of the Authority.

(b) Termination of the Operating Agreement. Notwithstanding any provision of the JPA Agreement to the contrary, the Authority, at its option, may, and shall at the written direction of either Bond Holder, terminate this Operating Agreement and reallocate all or any portion of the service capacity of the Project relating to a defaulting User; provided, that the Authority shall not terminate this Operating Agreement with respect to a User unless such termination will not materially adversely affect either Bond Holder. In the event of such termination of this Operating Agreement by the Authority at its option and in the manner hereinafter provided on account of default by a User (and notwithstanding any re-allocation of the service capacity of the Project by the Authority in any manner whatsoever), the defaulting User nevertheless agrees to pay to the Authority the difference between all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of the User Payment and any amounts realized from the reallocation of such service capacity. Neither notice to pay the User Payment or notice to deliver up possession of any component of the Project given pursuant to law shall of itself operate to terminate this Operating Agreement, and no termination of this Operating Agreement on account of default by a User shall be or become effective by operation of law, or otherwise, unless and until the Authority shall have given written notice to such User of the election on the part of the Authority to terminate this Operating Agreement with regards to such User. User covenants and agrees that no surrender of the Project, or any component thereof, or any termination of this Operating Agreement shall be valid in any manner or for any purpose whatsoever unless stated and accepted by the Authority by such written notice. User hereby irrevocably appoints the Authority as the agent and attorney-in-fact of User to terminate a defaulting User's service from the Project upon the occurrence and continuation of an Event of Default relating to such User,

and User hereby exempts and agrees to save harmless the Authority from any costs, loss or damage whatsoever arising or occasioned in accordance with the provisions herein contained.

(c) Proceedings at Law or In Equity. The Authority may, and shall at the written direction of either Bond Holder:

(i) by mandamus or other action or proceeding or suit at law or in equity, enforce its rights against a User, or any board member, officer or employee thereof, and compel the User or any such board member, officer or employee to perform and carry out its or his duties under applicable law and the agreements and covenants contained herein required to be performed by it or him;

(ii) by suit in equity enjoin any acts or things which are unlawful or violate the rights of the Authority; or

(iii) by suit in equity upon the happening of an Event of Default require the User and its board members, officers and employees to account as the trustee of an express trust.

Section 5.03. Non-Waiver.

A waiver of any default or breach of duty or contract by the Authority (which waiver shall be subject to the prior written consent of the Bond Holders) shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Authority to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Authority by applicable law or by this Article V may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Authority, the Authority and the Users shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 5.04. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any other law.

Section 5.05. Agreement to Pay Attorneys' Fees and Expenses.

In the event any party to this Operating Agreement should default under any of the provisions hereof and the nondefaulting parties should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation

or agreement on the part of the defaulting party herein contained, the defaulting party, upon successful completion of such proceedings by the nondefaulting party, agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of and subject to any provision in the JPA Agreement regarding indemnification or payment of attorney fees, such attorney fees and such other expenses so incurred by the nondefaulting party.

Section 5.06. Trustee and Bond Owners to Exercise Rights.

Such rights and remedies as are given to the Authority under this Article V have been pledged by the Authority to the Trustee for the benefit of the Bond Owners, to which pledge User hereby consents. Such rights and remedies shall be exercised by the Authority, the Trustee and the Bond Owners as provided in the Trust Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Prepayment.

Notwithstanding any other provision of this Operating Agreement, a User, with the consent of the Authority, may secure the payment of its Service Payments by a deposit with the Trustee, as escrow holder under an escrow deposit and trust agreement as referenced in and in conformance with the Trust Agreement, of either (i) cash in an amount which is sufficient to pay all unpaid Service Payments in accordance with the schedule set forth in the Trust Agreement, or (ii) non-callable Federal Securities or pre-refunded non-callable municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or any other investment approved in writing by the Trustee, together with cash if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, be fully sufficient to pay all unpaid Service Payments pursuant to the Trust Agreement on their payment dates so that a pro-rata share of the Bonds shall be defeased as provided for in the Trust Agreement.

In the event of a deposit pursuant to this Section 6.01, all obligations of the User under this Operating Agreement shall cease and terminate, excepting only the obligation of the User to make, or cause to be made, all Service Payments from the deposit made by User pursuant to this Section 6.01 and the obligation, to the extent the User is still using the service provided by the Project, to pay the Operating Payments. Said deposit shall be deemed to be and shall constitute a special fund for the payment of Service Payments in accordance with the provisions of this Operating Agreement

The Authority shall consent to such prepayment or defeasance to the extent the same complies with the tax covenants of the Authority and the Counties.

Section 6.02. Benefits of Operating Agreement Limited to Parties.

Except as provided in Section 6.03, nothing contained herein, express or implied, is intended to give to any person other than the Authority or the Users any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or

on behalf of the Authority or the Users shall be for the sole and exclusive benefit of the other party.

Section 6.03. Successor Is Deemed Included In All References to Predecessor.

Whenever the Authority or the User is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Authority or the User, and all agreements and covenants required hereby to be performed by or on behalf of the Authority or the User shall bind and inure to the benefit of the respective successors thereof whether so expressed or not; provided, however, that the Authority shall not provide service from the Project to any successor to a User until such successor accepts in writing the obligations hereunder of the predecessor User.

Section 6.04. Waiver of Personal Liability.

No board member, officer or employee of User shall be individually or personally liable for the User Payment, but nothing contained herein shall relieve any board member, officer or employee of User from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 6.05. Article and Section Headings, Gender and References.

The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to this Operating Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 6.06. Partial Invalidity.

If any one or more of the agreements or covenants or portions thereof contained herein required to be performed by or on the part of the Authority or the Users shall be contrary to the law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The Authority and User hereby declare that they would have executed this Operating Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 6.07. Assignment.

This Operating Agreement and any rights hereunder may be assigned by the Authority without the necessity of obtaining the prior consent of the Users. No User may assign any of its rights hereunder without the prior written consent of the Authority.

Section 6.08. Net Contract.

This Operating Agreement shall be deemed and construed to be a "net-net-net obligation" and User hereby agrees that the User Payments shall annually be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

Section 6.09. California Law.

This Operating Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 6.10. Notices.

Any notice, request, complaint, demand or other communication under this Operating Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address as set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) forty-eight (48) hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. User, the Authority or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

Authority: East Bay Regional Communications System Authority
Alameda County Office of Homeland Security and Emergency
Services
4985 Broder Boulevard
Dublin California 94568
Facsimile: (925)
Attention: William J. McCammon, Executive Director

User: [Name, Address and Facsimile Number

Attention: [City Manager and/or Finance Department and/or User
Department]

Trustee: [Name, Address and Facsimile Number]

Section 6.11. Effective Date.

This Operating Agreement shall become effective upon its execution and delivery, and shall terminate as set forth in Section 2.03 hereof.

Section 6.12. Execution in Counterparts.

This Operating Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 6.13. Amendments.

The Users and the Authority may at any time amend or modify any of the provisions of this Operating Agreement, but only with the prior written consent of the Owners of a majority in aggregate principal amount of the Outstanding Bonds.

No such amendment shall adversely affect the rights, obligations, immunities or indemnities of the Trustee hereunder without the Trustee's written consent. The Authority shall obtain and cause to be filed with the Trustee an opinion of Bond Counsel with respect to any amendment or modification hereof, stating that all conditions precedent to such amendment have been satisfied. Promptly following the effective date of any amendment or modification pursuant to this Section, the Authority shall mail written notice thereof to each rating agency which then maintains a rating on the Bonds.

Section 6.14. Business Days.

Any act or thing required to be done or exist on any date set forth herein which does not constitute a Business Day in any year shall be deemed to be done or to exist on such date if such act or thing is done or exists on the next date which constitutes a Business Day.

IN WITNESS WHEREOF, the Authority and the undersigned User has entered into this Operating Agreement effective on the date first written above.

[Signature Pages to Follow.]

AUTHORITY:

East Bay Regional Communications System Authority

By: _____
[Name and Title]

APPROVED AS TO FORM:

By: _____
[Name and Title]

USER:

[Name of Entity]

By: _____
[Name and Title]

ATTEST:

By: _____
[Name and Title]

APPROVED AS TO FORM:

By: _____
[Name and Title]

1505183.1

EXHIBIT A
SERVICE AND OPERATING PAYMENT AMOUNTS
AS OF FISCAL YEAR 2013-2014

Service and operating payments will be made each year based on the number of radios each jurisdiction operates on the EBRCSA System, once the jurisdiction has paid the upfront cost of \$200 per radio. There are two types of payment categories:

Payment Category #1 – Users who have paid the Service Payment component of their User Payment up front and are only responsible for the Operating Payment component of the User Payment. These Users will pay an estimated amount of \$1,545 per radio for a onetime payment for the Service Payment component of the User Payment, with an estimated Operating Payment of \$30 per month per radio designated for use in the Project. The Authority will notify the User of the amount of the Operating Payment in January of the fiscal year preceding the fiscal year of such payment. Operating Payments will be due by August 31st of the fiscal year in which such payment is due.

Payment Category #2 – Users who have not prepaid the Service Payment component of their User Payment are responsible for both the Service Payment and Operating Payment components of the User Payment. Such Users will pay a combined User Payment that includes the Service Payment and Operating Payment components, with an estimated combined payment of \$45 per month per radio designated for use in the Project. The Authority will notify the User of the amount of the required payment in January of the fiscal year preceding the fiscal year of such payment. The payments will be due by August 31st of the fiscal year in which such payment is due.

The User Payments reflected in this Exhibit A are based on Project costs of \$17,000,000 and a User count of 11,000 radios. In the event that prior to January 1, 2013, the User count of radios increases or decreases, or the Project cost decreases, the User will receive a credit or a rate adjustment, as applicable.

EXHIBIT B
PROJECT DESCRIPTION

(To be appended.)

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 21st day of September, 2010, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this 22nd day of September, 2010.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Ann Marie Gallant
Interim City Manager

Date: September 21, 2010

Re: Alameda County Health Care Services Agency Letter,
September 3, 2010

BACKGROUND

On September 8, 2010, the City received the attached letter from the Alameda County Health Care Services (ACHCS), stating that the City must execute a contract with ACHCS by January 3, 2011 in order to continue as the County's designated EMS Provider for the City of Alameda. Should the City fail to do so, the County states that it will remove its designation of the Alameda Fire Department as the exclusive EMS provider for the City of Alameda.

The purpose of this memorandum is to explain: 1) the controlling law regarding the authority to provide EMS services in the state of California; 2) the history of ambulance and EMS services in the City of Alameda; 3) the County-wide assessment district for EMS services in which Alameda does not participate; 4) the contractual dispute between the City and the County; and 5) the City's options.

This item is informational only and has not been scheduled for City Council action at this time.

DISCUSSION

1. *Pre-hospital Emergency Medical Care Personnel Act (PEMCA)*

In 1980 the State of California enacted the Pre-hospital Emergency Medical Act (PEMCA) that, among other things, established a two tier system for regulating the provisions of Emergency Medical Services (EMS), establishing ultimate authority with the State Emergency Medical Services Authority, and delegating to county EMS agencies the authority for the implementation of EMS in each county jurisdiction. Under PEMCA, county EMS agencies have the sole authority to regulate the provision of EMS services and to establish exclusive zones for emergency ambulance transport, except for those cities that had Advanced Life Support (ALS) capabilities and transport services *prior* to 1980. The law regarding

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the counties' authority and obligation under PEMCA, including Alameda County, is set forth in California Health & Safety Code Sections 1797-1799.207.

Alameda County's responsibilities under PEMCA include the obligation to coordinate trauma care throughout the County; to collect fees related to this duty directly from the trauma facilities; to provide protocol oversight for the provision of EMS services; to provide certification and training for paramedics, for which it may charge a reasonable fee; and, to coordinate a county-wide dispatch center. In summary, the County, through its public health department, is obligated to provide all of these services to *every* city in its jurisdiction as the designated EMS agency under PEMCA. Other than where specifically authorized by statute (for example, reasonable fees for training and certification), the County may *not* charge cities for costs of EMS services. Rather, the costs of EMS services are intended to be borne by the patients who use the paramedic and transport services, and/or their insurance carriers.

Under PEMCA, counties may, by contract, designate one or more "EMS providers" to provide the EMS services to the various cities within their jurisdictions. These EMS providers may be accorded either exclusive or concurrent authority to provide these services. In particular, Alameda County now contracts with the ambulance company, Paramedics Plus, to provide EMS services to most cities within Alameda County.

Finally, there is a "grandfather" clause in PEMCA that permits cities which were already providing some level of EMS services in their jurisdiction as of June 1, 1980, to maintain the concurrent authority to continue to provide that same level of service, without the need for the county designation of "EMS Provider."

2. *City of Alameda Fire Department as EMS Service Provider*

As of June 1, 1980, the City of Alameda, through its Fire Department, provided First Responder emergency services and some ambulance transport through the Fire Department's two medically-outfitted vans. Patients were transported to the Alameda Hospital. This ambulance transport and basic life support service was provided concurrently with the County's contracted ambulance service provider, Allied Ambulance Company. There appears to be no dispute from the County that the City has the grandfathered right under PEMCA to continue to provide First Responder emergency services and transport with basic life support (BLS).¹

¹ "Basic life support" means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available. An emergency medical technician-1 or EMT-1 is trained in all facets of basic life support or BLS.

By 1983, Alameda County was proposing to expand existing EMS services to a County-wide paramedic, or pre-hospital Advanced Life Support (ALS), program.²

At the time, the Alameda Fire Department recommended that the City not participate in the County's proposed new paramedic program, but continue to receive BLS services as then provided by the Alameda Fire Department. The Fire Department projected that the BLS program would generate net revenue for the City, even after the additional costs of new equipment, training and staffing. The Alameda Hospital Director of Emergency Services, the Alameda Hospital Emergency Department and the Hospital Administrator supported the Fire Department recommendation, stating that a paramedic program in Alameda would provide no real advantage in patient care. (See August 29, 1983 report from Assistant City Manager Robert L. Wonder to the City Council, with attachments; August 25, 1983 inter-departmental memorandum from the Fire Chief to the City Manager; July 14, 1983 letter from Alameda Hospital to the Fire Chief.) As a result, the Alameda Fire Department recommended, and the City continued to provide First Responder services, BLS and transport services for the City. (See September 19, 1983 report from Assistant City Manager Robert L. Wonder to City Council; Minutes of September 19, 1983 Council meeting.) Meanwhile, the County began to implement its paramedic program county-wide.

It was not until 1997 that the City began to offer ALS services through its Fire Department, pursuant to a contract with Alameda County. Pursuant to PEMCA, the County had the sole authority to provide ALS services to the City, but the County chose to contract with the City of Alameda Fire Department as its exclusive EMS provider.

3. *Creation of County-wide EMS and Assessment District*

In 1982, Alameda County voters approved a measure creating an EMS District and authorized the various cities in Alameda County to levy a benefit assessment in order to fund the costs of the EMS District. The City of Alameda declined to join the EMS District and levy the annual assessment. At the time, the estimated cost of the assessment was approximately \$10 per parcel. In 1997, pursuant to the requirements of Proposition 218, the annual assessment was converted to a special

² "Advanced life support" means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital. An emergency medical technician-paramedic, or EMT-P is authorized to provide advanced life support or ALS.

tax and the County placed a subsequent measure on the ballot to confirm that tax. The City of Alameda again declined to join the EMS District, and the property tax measure was not placed before Alameda voters. The EMS District assessment funds—collected from property taxes of all cities in Alameda County except the City of Alameda—are payable to the County and used by the County for many directly related EMS uses, including substantial subsidies to the County's trauma/hospital centers.

Rather than join the EMS District and receive ALS services from the County's EMS provider, the City elected to provide ALS through its Fire Department by contracting with the County as the exclusive EMS provider within the City of Alameda. As of FY 2009/2010, the City's total annual cost in providing the ALS program, both EMS and transport, is approximately \$6.6M. During this same period, the Fire Department projects \$2.3M in revenues from patients and their insurance carriers for the ambulance service, resulting in a net cost to the City of \$4.3M annually.

4. The Contract Dispute with the County

The initial contract between the City and the County was executed in 1997. The contract provided that the City would pay the County \$630,000 annually from its General Fund—the then-equivalent amount that the County would have received from Alameda tax payers, had Alameda elected to participate in the EMS District. Under the initial contract, the County agreed to rebate \$530,000 in transition costs, so that the net initial annual contract cost to the City was \$100,000. This cost was in addition to the City's staffing and equipment costs of providing the ALS services through the City's Fire Department, as budgeted in its General Fund. This initial contract expired in 2004. The parties then entered into a second, but short-term contract designating the City's Fire Department as the exclusive EMS provider. Under this contract the City was to pay the County \$315,000 annually, again in addition to its annual General Fund expenditure of providing this ALS service. The second contract expired in October 2005. Thereafter, the City and County have been unable to come to agreement on the amount of annual payment the County hopes to receive from the City, and the benefits rendered for this payment, in lieu of the property taxes it would have received if Alameda had participated in the EMS assessment district. This amount is presently estimated by the County to be approximately \$840,000 annually. Although the City's Fire Department has continued to provide ALS services as budgeted in its General Fund annually, the City and County have not had an enforceable contract since October 2005.

5. City's Options

City Contracts with County—City Costs Increase. Per the County's September 3, 2010 letter, one option for the City is to enter into a new contract with the County by January 2011 in which the County would continue to designate the Alameda Fire Department as its exclusive EMS provider. The City would pay the annual

assessment of \$840,000 as a contract amount, budgeted annually in its General Fund, in addition to the annual cost of providing ALS as presently budgeted (\$6.6M).

County Provides ALS Service—City Costs Decrease. Although the County is responsible for providing ALS services to all the cities within its jurisdiction, there is no provision under PEMCA that requires any city to pay the County for its receipt of these services. However, the County may elect to de-certify the City's Fire Department, thereby precluding it from administering ALS services in the City. If the County did de-certify the Alameda Fire Department, the County would necessarily assume responsibility for provision of ALS services in Alameda, most likely through a contract with a professional ambulance company. The costs of the ALS program would then be borne by the patients who used the ambulance services and their insurance carriers. The Alameda Fire Department would continue to provide First Responder, BLS and transport, concurrently with the County's EMS provider. This option would decrease the City's annual costs by eliminating the costs of providing the ALS service.

City Voters Approve an Assessment District—City Costs Remain the Same. The voters could approve an EMS assessment district in which the County received the proceeds. Alternatively, the City could be annexed into the EMS District, but the electorate would still be required to approve the assessment, as required by Proposition 218. This is an option suggested by the County. Assuming voter approval, the City's annual costs in providing the ALS service would be the same, but the property tax assessment would be paid to the County for the City's participation in the EMS District. The costs of providing the ALS service would remain with the City.

Exhibits:

1. Alameda County Health Care Services Agency letter, September 3, 2010 (on file in the City Clerk's Office)
2. August 29, 1983 report from Assistant City Manager Robert L. Wonder to the City Council, with attachments
3. August 25, 1983 inter-departmental memorandum from the Fire Chief to the City Manager
4. July 14, 1983 letter from Alameda Hospital to the Fire Chief
5. September 19, 1983 report from Assistant City Manager Robert L. Wonder to City Council
6. Minutes of September 19, 1983 Council meeting

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
ALEX BRISCOE, Acting Director



AGENCY ADMIN. & FINANCE
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
Tel: (510) 618-3452
Fax: (510) 351-1367

September 3rd, 2010

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CITY OF ALAMEDA
CITY MANAGER'S OFFICE

Ann Marie Gallant, Interim City Manager
City of Alameda
2263 Santa Clara Avenue, Room 320
Alameda, CA 94501

Dear Ms. Gallant:

~~As you know, the agreement between the City of Alameda and the County of Alameda for Emergency Medical Services and pre hospital care expired in 2005. The absence of a replacement agreement creates an untenable situation that must be addressed.~~

If the city fails to execute a contract with the county by January 3, 2011, the county will be forced to take action in order to fulfill requirements of the state Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act. Under the Act (Division 2.5 of the California Health and Safety Code), the county, through the Emergency Medical Services District, must fulfill the following responsibilities:

1797.204. The local EMS agency shall plan, implement, and evaluate an emergency medical services system, in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures.

It is through agreements with EMS provider agencies that the county is able to carry out its responsibility to plan, implement, and evaluate the EMS system. Without a contract in place, we have no assurance that the policies and procedures established by the EMS Medical Director are being followed in the City of Alameda. We are also unable to ensure that response time standards are being met, or that the quality of prehospital clinical care is equivalent to care provided in the rest of the county.

For example, in recent months, the city has failed to provide required data reports of fire department 911 medical response times, cardiac arrests, and intubation success rates within the required timeframes. Without these data, county EMS is unable to perform the quality management functions required by the state EMS Authority, which may put the citizens of Alameda at risk.

Despite the lack of a contract for the past five years, your residents have continued to use Alameda County's trauma services without cost. This trauma system served 914 victims of major trauma who were Alameda residents and/or were injured in Alameda since expiration of the 2005 contract. The District contributed \$34.9 million in support of these trauma centers in the past five years. Alameda residents benefited from these centers, but did not contribute financially to their operation.

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For the reasons stated above, the County cannot continue to subsidize EMS services in the City of Alameda in the absence of a contract. Although we are forced to act, we will do all that we can to maintain EMS services to Alameda residents in the absence of a contract. Beginning on January 3, 2011, we will take the following actions to ensure that Alameda receives EMS services that comply with system standards:

1. County EMS will revise the EMS System Plan so that, once the plan has been approved by the state, the City of Alameda will no longer be an authorized paramedic provider. This means that the fire department will be able to provide basic life support service only, for both first response and ambulance transport.
2. The revised EMS System Plan will also remove the Exclusive Operating Area (EOA) designation for the City of Alameda. This means that the Alameda Fire Department will be required to share an appropriate number of ambulance calls with any other ambulance companies that wish to provide service in Alameda.

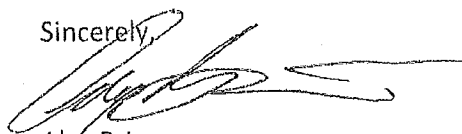
~~We do not wish to take these actions, but we have no other way to maintain EMS services in Alameda in the face of the present impasse.~~

In order to obviate the need for this action, the city must execute a contract with the District to ensure that Alameda's EMS services comply with State requirements. The attached agreement is the result of negotiations between the County EMS Director and the City Fire Chief. We are prepared to proceed on the basis of this agreement, but it is our understanding that your office is not yet prepared to submit it to the City Council for consideration. Lacking a contract the County must act unilaterally to protect the residents of Alameda.

One solution that may not have been considered is annexation of the city into the EMS District. While this would require approval by the Local Agency Formation Commission (LAFCO), as well as the City Council and Board of Supervisors, it may be more expeditious than a ballot measure. We would be happy to work with you to explore this option, which would relieve the city of the need to use the General Fund to support the contract. I must reiterate however that we have the full support of the Board of Supervisors to pursue the actions listed above if we do not have an executed agreement, regardless of what mechanism the City of Alameda chooses for meeting its obligation to provide funding for the EMS system that serves its residents.

If you have any questions or if there is anything I can do to assist you in the execution of the agreement, please contact me.

Sincerely,



Alex Briscoe
Agency Director
Alameda Health Care Services Agency

Cc: Supervisor Alice Lai-Bitker
Susan Muranishi
Richard Winnie
Dale Fanning

CITY OF ALAMEDA
AMBULANCE AND PARAMEDIC PROVIDER AGREEMENT

This Advanced Life Support (ALS) Ambulance and Paramedic Provider Agreement, (AGREEMENT), entered into by and between the City of Alameda, ("CITY") and the County of Alameda, ("COUNTY"), herein after referred to as "PARTIES". The term of this AGREEMENT shall commence on the date this agreement is fully executed through June 30, 2011.

RECITALS OF AUTHORITY

Whereas, Division 2.5 of the Health and Safety Code sections 1797.224 and 1797.85 allows the local EMS Agency to create Exclusive Operating Areas (EOA) to restrict operations to one or more providers of emergency ambulance service and Advanced Life Support Service in the development of a local plan through a competitive bid process or without a competitive bid process if the area has been served in the same scope and manner without interruption since January 1, 1981; and

Whereas, CITY represents having provided or contracted for emergency medical services within its boundaries in the same scope and manner and without interruption since January 1, 1981, in

accordance with section 1797.224 of the California health and Safety Code; and

Whereas, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200 the State had designated the County of Alameda to be the LOCAL EMS AGENCY (LEMSA) and to develop a written agreement with a qualified paramedic service provider that provides emergency ground ambulance and participates in the Advanced Life Support program in Alameda County pursuant to Health and Safety Code Sections 1797.178 and 1797.201; and

Whereas, Title 22 California Code of Regulations Section 100168, Division 9, Chapter 4, Article 6, requires paramedic service providers to have a written agreement with the local COUNTY EMS Agency to provide advanced life support; NOW; THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 Alameda County Emergency Medical Services Agency (ACEMSA) - The Local EMS Agency (LEMSA) as defined in California Health and Safety Code Division 2.5 Section 1797.94
- 1.2 Acute Care Facility - A facility licensed by the State Department of Health Services as a general acute care hospital.
- 1.3 Advanced Life Support Ambulance (ALS Ambulance) - A ground ambulance that provides transport of the sick and injured and is staffed and equipped to provide advance life support consistent with the California Health and Safety

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Code.

- 1.4 Advanced Life Support Inter-facility Transfer - The transport of a patient from a facility requiring ALS Ground Ambulance services.
 - 1.5 ALS Ground Ambulance Services - The provision of advanced life support services by an authorized ALS Provider pursuant to an Ambulance Provider Agreement consistent with the California Health and Safety Code, Division 2.5 Section 1797.52 and COUNTY policies and procedures.
 - 1.6 Ambulance Response Zone - A geographic area, the boundaries of which have been determined by the Alameda County Board of Supervisors to assure strategic placement of ambulances and effective ambulance response to medical emergencies, which may include one or more exclusive operating areas.
-
- 1.7 Arrive Destination, On Scene Hospital (OSH) - The time that an Emergency Ground Ambulance arrives at an approved receiving facility (or location) or at the point where it is to rendezvous with another ambulance.
 - 1.8 Authorized ALS Ambulance Provider - An ambulance provider that is authorized to provide ALS ambulance services within Alameda County pursuant to an ambulance provider agreement with the COUNTY.
 - 1.9 Authorized EMS Dispatch Center - A dispatch center approved by ACEMSA to dispatch emergency medical units.
 - 1.10 Available on Radio (AOR) - The time that an Emergency Ground ambulance is available on radio/pager to respond as directed by the Authorized EMS Dispatch Center.
 - 1.11 Back - Up - An ambulance and crew requested to assist other agencies on an active EMS incident.
 - 1.12 Basic Life Support Ambulance (BLS Ambulance) - An ambulance staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, and Alameda County Policies, Procedures and Protocols.
 - 1.13 County Designated Dispatch Center - A call receipt center approved by the local EMS Agency to request an Emergency Ground Ambulance operated by

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the ambulance service provider under contract to provide Emergency Ground Ambulance Services.

- 1.14** Emergency Ground Ambulance - An ambulance staffed and equipped in compliance and as set forth in the Agreement.
- 1.15** Emergency Ground Ambulance Services - All ambulance services performed at the request of a 9-1-1 Authorized Dispatch Center or determined to be either a Code Two or Code Three level response by an Authorized EMS Call Center.
- 1.16** Emergency Medical Dispatch (EMD) - A term to describe an organized system of call triage utilizing Medical Priority Dispatch protocols.
- 1.17** Emergency Medical Personnel - All public safety first responders, Emergency Medical Dispatchers, EMT-Is and Paramedics functioning within the emergency medical services system.
- 1.18** EMS Resource - The term used to refer to either an ALS ambulance, a First Responder ALS Unit or a Paramedic Supervisor.
- 1.19** Enroute (ER) - The time that a fully staffed EMS Resource has departed in order to respond to a request for Emergency Ground Ambulance Services.
- 1.20** Estimated Time of Arrival (ETA) - The estimated time emergency medical services resources will arrive at a specific location.
- 1.21** Exclusive Operating Area (EOA) - An EMS area as defined in California Health and Safety Code Division 2.5 Section 1797.85.
- 1.22** First Responder ALS Unit - A unit staffed and equipped with a minimum of one California State licensed and Alameda County accredited paramedic capable of providing ALS at scenes of medical emergencies.
- 1.23** From Scene, Enroute Hospital (ERH) - The time that the ambulance departs from the scene en-route to an appropriate receiving location or rendezvous point.
- 1.24** Map Grid, Quadrant - The designation of an area on a map which is mutually agreeable between the COUNTY and CITY and which has been given an alphanumeric designation.
- 1.25** Medical Emergency - The term used to denote a condition or situation in

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which an individual has a need for immediate medical attention, or where the potential for such need is perceived by public safety personnel or emergency medical personnel at the scene of an emergency or trained personnel at an Authorized EMS Dispatch or Call Center.

- 1.26** Metro/Urban - The term used to denote a geographic service area with a population density of greater than 100 persons per square mile.
- 1.27** Move-Up - The term used to denote an ALS Ambulance that has been moved to an area to provide mutual aid coverage.
- 1.28** Multi-Casualty Incident (MCI) Plan - The procedure followed per COUNTY policy in the event that an MCI is declared.
- 1.29** Non-Medical Emergency - The term used to denote a condition or situation in which an individual does not have a need for immediate medical attention, or where the potential for such need is not perceived by emergency medical personnel at the scene of an emergency or dispatch personnel at an Authorized EMS Dispatch Center.
- 1.30** On Scene (OS) - For the purposes of measuring the CITY'S response time compliance in this AGREEMENT, At Scene, On Scene shall be the time the Emergency Ground Ambulance or a First Responder ALS Unit or a Paramedic Supervisor comes to a stop at the address/site to which it has been dispatched by an Authorized Dispatch Center. In the case of significantly encumbered/restricted access to the patient, At Scene, On Scene shall be the time the ALS Ambulance or a First Responder ALS Unit or Paramedic Supervisor arrives at the restricted access point, (e.g. staging area, closed gated community, or rendezvous point) to be escorted to the patient by another individual.
- 1.31** Paramedic or Emergency Medical Technician - Paramedic - means an individual whose scope of practice to provide advanced life support according to standards prescribed by Division 2.5 of the Health and Safety Code and who has a valid license issued pursuant to said division and accreditation as required by COUNTY.
- 1.32** Policies, Procedures and Protocols - All policy, procedure and protocol

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documents developed through the process describe in COUNTY policies

- 1.33** Paramedic Supervisor - A paramedic qualified by COUNTY to practice as a single medic with responsibility for field supervision of EMS.
- 1.34** Posting/Post Moves - The term used to denote an ALS Ambulance that has been strategically placed or located, or requested to move to such a location so as to meet response time requirements.
- 1.35** Record of Calls - As required in Title 13 of the California Code of Regulations, Chapter 5, Article 1, Section 1100.7: Every ambulance service shall maintain a record of each emergency call and shall retain such records for a minimum of three years and contain the following information:
- 135.1 Date and time of emergency call, location where service is needed, and identity of person receiving the call at the Authorized EMS Dispatch Center for ambulance service;
 - 135.2 Identity of person or, when applicable, the name of the COUNTY requesting an ambulance;
 - 135.3 Identification of each ambulance and personnel dispatched, and record of siren and red light use;
 - 135.4 Explanation of any failure to dispatch an ambulance as requested;
 - 135.5 TOC, DISP, ER, OS, ERH, OSH, and AOR.
 - 135.6 Destination of patient and time of arrival at destination;
 - 135.7 Name or other identification of patient (if name or other identification is available) or description of item requiring emergency transportation.
- 1.36** Response Codes - The dispatch term which denotes the level of priority for units responding to the scene as defined herein:
- 1.36.1** Code One - Routine or scheduled transportation of Non-Medical Emergency patients.
 - 1.36.2** Code Two - A non-life threatening medical emergency requiring immediate response. It is understood that this definition does not apply to life threatening inter-facility transfers from acute care facilities that are Code Two.
 - 1.36.3** Code Three - A medical emergency requiring immediate response with red

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light and siren.

- 1.37 Response Time - The time measured from the Time of Call until On Scene.
 - 1.38 Standby - The term used to denote that an EMS vehicle is staged near an activity in which it is presumed there is a high likelihood that a medical emergency will occur.
 - 1.39 Suburban/Rural - The term used to denote a geographic service area with a population density between seven and 100 persons per square mile.
 - 1.40 Time of Call (TOC) - The time that the call for services has been received at the CITY'S primary Public Safety Answering Point (PSAP) if CITY is dispatching EMS Resources or the time of dispatch from any other Authorized EMS Dispatch Center.
 - 1.41 Unit Hour Utilization - The term used to denote the mathematical relationship between the number of ambulance transports and the number of hours those units are available during a defined time period.
-

- 1.42 Wilderness - The term used to denote a geographic service area with a population density of less than seven persons per square mile.

**2. DESCRIPTION OF EXCLUSIVE AREA TO BE SERVED - DEFINITION OF EXCLUSIVITY -
ALS GROUND AMBULANCE SERVICES AUTHORIZATION**

- 2.1 By execution of this AGREEMENT, COUNTY hereby establishes, pursuant to Health and Safety Code 1797.224, an Exclusive Operating Area for the provision of all Emergency Ground Ambulance Service within the area shown on Exhibit A of this AGREEMENT and generally described as the incorporated limits of the City of Alameda and the area known, or formerly known as Coast Guard Island. Exceptions to the exclusivity granted under this AGREEMENT are as follows: Declared local, state, or federal disasters that affect the Exclusive Operating Area, Special Events Standbys, and interfacility transports.
- 2.2 The creation of this EOA means that the COUNTY shall not enter into an ambulance provider agreement with any other firm, COUNTY, city, company or governmental body, other than the federal government, to provide Emergency Ground Ambulance Service or ALS Ground Ambulance Service within the area described herein during the period of this AGREEMENT except as described herein. This AGREEMENT shall not preclude the use of air ambulance resources within the Exclusive Operating

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Area of CITY as allowed pursuant to COUNTY aircraft policies.

- 2.3 CITY has the sole responsibility to provide ambulance services as described in 2.1 including the occasional and necessary use of other ALS Ambulance providers authorized to provide ALS ambulance services within Alameda County, to ensure the most expedient response to medical emergencies. CITY shall be responsible to specify the parameters by which other Authorized ALS Ambulance Providers shall be utilized to respond to medical emergencies within the service area.

3. **PERFORMANCE STANDARDS/EXCEPTIONS/DISPUTES -**

- 3.1 In consideration for being granted this exclusive authorization to provide Emergency Ground Ambulance Services, the CITY agrees to the following:
- 3.1.1. The CITY shall adhere to all requirements of the Alameda County EMS policies, procedures and protocols, including any and all amendments thereto, if any, whether enacted before or during the term of this AGREEMENT and any extensions. All COUNTY policies, procedures and protocols shall be reasonable and consistent with prevailing standards of practice in the regulation and performance of pre-hospital emergency medical services, and will not in and of themselves create a negative impact for the CITY without prior discussion and resolution.
- 3.1.2 The CITY shall comply with all state, local and federal laws.
- 3.1.3 The CITY shall comply with the assessment fee payment provisions as described in Section 12.1.
- 3.1.4 If any law, policy, procedure or protocol adds, or has the capability to add, additional cost to the CITY, COUNTY and CITY will mutually reconcile the effects of the additional costs.
- 3.2 The CITY shall utilize ALS Ambulances to provide services under this AGREEMENT on a twenty four (24) hour per day basis in response to all Code Two and Code Three calls requested by an Authorized EMS Call Center, except as allowed within this AGREEMENT.
- 3.3 The CITY shall utilize the County Non-Emergency 5150 Transport to provide services under this agreement to Code 2 mental health transports, non-medical

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emergency requests screened through the use of COUNTY approved EMS protocols and specific requests for BLS Ambulance by on-scene ALS personnel.

- 3.4 The CITY shall record or cause to be recorded the map grid; and the times at each stage of a response as defined herein, (TOC, DISP, ER, OS, ERH, OSH, AOR) for each and every request for ALS Ground Ambulance Services and Emergency Ground Ambulance Services.
- 3.5 RESPONSE TIMES: The CITY shall assure that EMS Resources are on the scene of all Code Three and Code Two calls 90 percent of the time as measured each month including those calls that are referred to mutual aid providers according to the following performance standards:
- 3.5.1 Code Three responses: EMS Resource within eight (8) minutes zero (0) seconds and an ALS ambulance within ten (10) minutes zero (0) seconds from the time CITY receives the request from an Authorized EMS Dispatch Center.
- 3.5.2 Code Two response: EMS Resource within thirteen (13) minutes zero (0) seconds and an ALS ambulance within eighteen (18) minutes zero (0) seconds from the time CITY receives the request from an Authorized EMS Dispatch Center.
- 3.5.3 Response time shall be measured from Time Call Received, (TOR) until time On Scene (OS).
- 3.6 If a response zone changes due to a material change in population, the COUNTY and CITY will meet and resolve effects to the system.
- 3.7 PENALTIES: See Section 11.
- 3.8 The CITY shall backup other areas within the County of Alameda as requested by an Authorized EMS Call Center or Dispatch Center as long as at least one ALS Ambulance remains available within CITY.
- 3.9 During any period of time that there is a Code Two or Code Three ambulance request and CITY has no ALS Ambulance available to respond or if an unauthorized BLS ambulance is utilized for a Code Two or Code Three call, CITY shall submit to the COUNTY an Unusual Occurrence Report, which shall at minimum include;

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- 3.9.1 how long the services were not available,
- 3.9.2 the status of all CITY's ALS Ambulances during this time period,
- 3.9.3 the number of calls that could not be responded to within the allotted time,
and
- 3.9.4 the elapsed delay of response time for each missed call.
- 3.9.5 If an unauthorized BLS ambulance is utilized, the report shall also contain the nature of the medical emergency as determined by the Authorized Dispatch Center and submission of a copy of the field Patient Care Record.
- 3.10 In each instance of an ALS Ambulance vehicle failure on a medical emergency call resulting in the inability to continue the response to or transport of the patient, CITY shall submit a report which at a minimum shall include:
 - 3.10.1 how long it took for another ALS Ambulance to respond to the same call;
 - 3.10.2 which ALS Ambulance service provider responded;
 - 3.10.3 the reason or suspected reason(s) for vehicle failure and/or malfunction, and
 - 3.10.4 actions CITY has taken to prevent similar failures.
- 3.11 An ALS Ambulance may be used for Code-One ambulance requests. It is the responsibility of the CITY to ensure that adequate numbers of ALS units are available for Code Two and Code Three responses prior to dispatching an ALS unit on a Code One response.
- 3.12 A minimum cut-off level shall be included in CITY's deployment plan to be approved by COUNTY to ensure available resources to respond to system 9-1-1 requests for services. During any calendar month CITY shall deploy no less than ninety (90%) of the regular scheduled unit hours specified in the approved deployment plan. Non scheduled unit hours shall not be calculated as part of the aggregated hours.
- 3.13 The CITY shall require that CITY's Dispatch Center ensure that personnel and equipment are dispatched immediately for medical emergency requests outside and near response zone boundaries and shall immediately contact the Authorized EMS Dispatch Center for the provider which normally services that area and continue the response if requested to do so. An Unusual Occurrence Report should be forwarded to the COUNTY when there has been a dispatch error. The intent of this section is to

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ensure there is no delayed response due to boundary line disputes, and is not a replacement for a mutual aid request.

- 3.14 The CITY shall designate a PARAMEDIC (CITY's selection criteria to be approved by the COUNTY) to act a Training Officer who shall oversee the required training and orientation of all new EMT-I or PARAMEDIC employed by the CITY. The Training Officer shall submit a written evaluation of each new EMT-I and PARAMEDIC verifying that orientation requirements have been completed. These requirements shall include: the MCI Plan, all local policies and procedures, and any additional training required by the COUNTY. Also, the Training Office shall regularly attend scheduled training meetings as required by the COUNTY.
- 3.15 The CITY shall designate a PARAMEDIC or Registered Nurse (CITY's selection criteria to be approved by the COUNTY), to function as a liaison between the CITY and the COUNTY to perform internal quality assurance per COUNTY policies, assist in the investigation of unusual QA/QI occurrences as identified by the COUNTY, and regularly attend scheduled liaison meetings as required by the COUNTY.
- 3.16 CITY shall submit to COUNTY no later than ninety days following commencement of this AGREEMENT a Quality Assurance plan subject to COUNTY approval that establishes benchmarks for evaluation of clinical performance and measuring customer and patient satisfaction.
- 3.17 The CITY shall have a written Deployment Plan and enter into mutual aid agreements with providers in adjacent service areas. Any such plan or agreement shall be sent to the COUNTY for approval no less than 45 days prior to its adoption. Failure to secure or abide by these agreements shall constitute a major breach of contract.
- 3.18 The CITY shall utilize a Deployment Committee consisting of management and field personnel to review and develop deployment and system status plans. COUNTY shall review CITY's Deployment Plan no less than every six (6) months or as deemed necessary by COUNTY.
- 3.19 The CITY shall post at each station all EMS notices from the COUNTY directed to field personnel. In addition, the CITY agrees to have an updated COUNTY EMS

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Policies and Procedures Manual at each station accessible to all personnel.

4. COMMUNICATION/DISPATCH STANDARDS

- 4.1 The CITY shall maintain or contract with an Authorized EMS Dispatch Center authorized to provide dispatch services for medical emergency requests within the geographical area for the dispatch of ambulances 24 hours a day during the term of this AGREEMENT.
- 4.2 CITY shall obtain, install, and maintain in CITY'S ambulance all such radio and telecommunications equipment as determined through COUNTY policy to be necessary for the effective and efficient dispatch of EMS Resources (Exhibit B). Subject to applicable laws and the permission of the relevant agencies, said equipment shall allow effective and efficient communication with public safety agencies.
- 4.3 The CITY shall obtain, install, and maintain in CITY'S EMS Resources all such radio equipment as is deemed by COUNTY policy to be appropriate for transmission of voice communications for medical direction by base hospitals designated by the COUNTY (Exhibit B).
- 4.4 The CITY shall equip each EMS Resource with Alameda County 800 MHz radio equipment as described in Exhibit B.
- 4.5 The CITY shall establish policies, which ensure that, upon receipt of a private emergency request for ambulance services, pertinent information including callback number, location, and nature of the incident is ascertained and immediately transferred to the Authorized EMS Dispatch Center.
- 4.6 The CITY shall provide quarterly, monthly EMS dispatch data (as outlined in section 8.1 of the AGREEMENT.) Data shall be provided via computer disk or download by the 15th of each following quarter to the COUNTY. Failure to provide this data in this time frame will result in a fine of \$50.00 payable by CITY to COUNTY each day until the data is received by COUNTY beginning on the 18th day of that month. This fine will be payable to the COUNTY on a quarterly basis.
- 4.7 If COUNTY requires new or additional equipment, the COUNTY and CITY will meet to discuss the financial impact of said new system.

5. EQUIPMENT & SUPPLY STANDARDS

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- 5.1 The CITY shall ensure that each ALS Ambulance carries equipment and supplies pursuant to COUNTY policy. Vehicles, equipment, and supplies shall be maintained in safe mechanical condition at all times.
- 5.2 All ambulance vehicles shall, as a minimum, meet all standards of Title 13, California Code of Regulations. CITY shall have and maintain the required inventory on each ambulance used for patient transport as specified by COUNTY policy.
- 5.3 ALS Emergency Ground Ambulances will be removed by CITY from primary service under this AGREEMENT at 175,000 miles, and will be removed completely from services under this AGREEMENT at 200,000 miles.
- 5.4 The COUNTY shall approve the paint scheme and lettering of each ALS ambulance covered by this AGREEMENT. Such approval shall not be unreasonably withheld. A vehicle identification number shall be prominently displayed.
-
- 5.5 The COUNTY may at any time, without prior notice, inspect CITY'S ambulance in order to verify compliance with this AGREEMENT. An inspection may be postponed if it is shown that the inspection would unduly delay an ambulance from responding to an ambulance request. A memorandum of the inspection specifying any deficiencies, date of inspection, ambulance number, and names of participating crew shall be provided to the CITY. CITY must show proof of correction for any deficiencies noted in said memorandum of inspection as specified by the COUNTY. A deficient ambulance may be immediately removed from service if, in the opinion of the COUNTY, the deficiencies are a danger to the health and safety of the public or if the deficiencies in a previously issued memorandum of inspection have not been corrected in the time specified. COUNTY agrees to place any unit that has been removed from service back in service immediately following the documented correction of the defined deficiency.
- 5.6 The CITY shall develop and maintain a fleet management plan, maintain a record of the preventative maintenance, repairs, and strategic replacement of equipment and vehicles, and shall make such plan and records available to the COUNTY upon request.
- 5.7 Each on-duty EMT-I or PARAMEDIC shall be provided with a helmet, gloves, protective clothing, eye protection and other safety devices as deemed necessary.

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All such items shall meet or exceed CAL-OSHA standards.

6. PERSONNEL STANDARDS

- 6.1 When responding to a medical emergency call, an Emergency Ground Ambulance shall be staffed in accordance with COUNTY policy.
- 6.2 CITY shall ensure that all employees providing patient care comply with training requirements as established by the State of California and the COUNTY for their level of certification/licensure.
- 6.3 The CITY shall not permit paramedics with limited experience from serving as the single paramedic on a response unit, The CITY and COUNTY shall establish a plan that uses experience and/or competency based criteria to address this issue, which will coincide with COUNTY'S countywide plan to insure minimum experience levels.
- 6.4 The CITY shall have or contact for CISD (Critical Incident Stress Debriefing) based on the "Mitchell Model" available to EMS providers at all times.
- 6.5 CITY shall have a policy, which prohibits CITY'S employees from performing any services as contemplated herein while under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, said policy shall prohibit CITY'S employees, from performing such services under the influence of any other substance, including prescription or non prescription medication, which impairs their physical or mental performance.
- 6.6 CITY shall provide the COUNTY with CITY'S current policies upon request which address staffing and shift scheduling, avoidance of crew fatigue, crew quarters, conduct at a scene, conduct in relation to first responder personnel, conduct during patient care management, contact with the base hospital, use of safety apparel, identification, driver training and department orientation.
- 6.7 CITY shall ensure that all personnel wear clean and appropriate uniforms.
- 6.8 CITY shall provide to all on-duty personnel an identification card including recent picture that bares the employee's first name-last initial, certification or title and identification number specific to that employee. Each employee shall carry this identification card.
- 6.9 CITY shall have in place policies which require that personnel follow all COUNTY EMS policies, procedures and protocols.

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- 6.10 CITY shall ensure that Patient Care Records are completed by CITY's personnel and left at the receiving facility within one hour after arrival for each patient transported within 90% compliance measured monthly. A completed Patient Care Record shall be identified as PCR having all essential fields completed, as established by COUNTY. The COUNTY agrees that a formalized and CITY -approved tracking process be imposed and implemented by all receiving facilities. The COUNTY will penalize CITY \$200.00 for each incident in which a patient care record is not left at the receiving facility within one hour after arriving below the ninety (90) percent level.
- 6.11 CITY shall have operational policies in place which require reporting On Scene time as specified in this AGREEMENT.

7. AMBULANCE STATIONS/CREW QUARTERS

- 7.1 CITY agrees to maintain crew quarters at any location where EMS Resources are normally scheduled to work shifts exceeding 12 hours.
- 7.2 Crew quarters at locations where EMS Resources are normally scheduled to work shifts exceeding 12 hours, shall include, shower, toilet, kitchen, day room, sleeping facilities, and shall be maintained in a safe and clean condition consistent with the CITY's Collective Bargaining Agreement.
- 7.3 Stations shall include an EMS bulletin board.
- 7.4 CITY shall provide COUNTY a list of crew quarters as part of the deployment plan.

8. RECORDS AND REPORTS

- 8.1 On a quarterly basis CITY shall complete, maintain, and provide to COUNTY the following monthly records and/or reports:
- 8.1.1 Every Patient Care Record in a format approved by the County
 - 8.1.2 Response time compliance reports
 - 8.1.3 Public education and community service reports
 - 8.1.4 Number of 9-1-1 Code -1, Code-2 and Code-3 responses and transports
 - 8.1.5 Critical EMS equipment failure reports
 - 8.1.6 Trended EMS work related injury reports. There will be no employee identifying information
 - 8.1.7 Dispatch reports
 - 8.1.8 EMS equipment and vehicle maintenance reports

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- 8.1.9 Patient billing and revenue reports
- 8.1.10 CITY shall notify COUNTY in writing upon receipt of a public or patient complaint regarding EMS services. Such notification shall be in writing within seven days of receipt. CITY shall forward copies of all subsequent correspondence of said complaint to COUNTY within 10 days of discovery or production.
- 8.1.11 The CITY shall provide to COUNTY additions and deletions to their personnel roster as changes occur.
- 8.2 CITY shall complete financial records in an auditable form and content, according to generally accepted accounting practices. Financial records shall include all supporting schedules pertinent to performance of this AGREEMENT and shall be made available to the COUNTY for inspection at CITY's site upon request.
- 8.3 All records maintained pursuant to this AGREEMENT shall be available for inspection, audit, or examination by the COUNTY or by their designated representatives, and shall be preserved by CITY for at least three (3) years from the termination of this AGREEMENT. CITY's records shall not be made available to parties or persons outside the COUNTY without CITY's prior written consent, unless disclosure is required by a subpoena or other legal order compelling disclosure of otherwise permissible by law.
- 8.4 Upon written request of the COUNTY, CITY shall prepare and submit written reports on any incident arising out of services provided under this AGREEMENT. COUNTY recognizes that any report generated pursuant to this paragraph is confidential in nature and shall not be released, duplicated, or made public without the written permission of CITY or upon subpoena or other legal order compelling disclosure.
- 8.5 CITY shall provide additional information and reports as the COUNTY may reasonably require from time-to-time to monitor the performance of the CITY under this AGREEMENT. CITY shall notify COUNTY in writing of all CITY EMS vehicle accidents with injuries and injuries to patients and/or the public associated with the performance of this AGREEMENT within 10 working days. Verbal notification to ALCO-CMED shall be within 24 hours of the event.

9. INSURANCE AND INDEMNIFICATION

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- 9.1 Without limiting the COUNTY's right to obtain indemnification from the CITY or any third parties, subject to the CITY's right to seek subrogation for indemnification paid to the COUNTY under this AGREEMENT and to the extent such indemnification is paid pursuant to this paragraph, the CITY, at its sole expense, shall maintain or cause to be maintained in full force and effects the following insurance policies throughout the term of this AGREEMENT.
- 9.1.1 For the CITY's local operation in Alameda County - combined public liability, general liability, automobile liability, bodily injury and property damage liability insurance in amount of not less than five million dollars (\$5,000,000) in coverage for each occurrence;
- 9.1.2 Medical liability insurance in an amount of not less than one million dollars (\$1,000,000) in coverage for any injury or death arising out of any one (1) occurrence; and
- 9.1.3 Worker's compensation insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the CITY's personnel who will be assigned to the performance of this AGREEMENT by the CITY in accordance with the California Labor Code.
- 9.2 Such insurance policies shall name the COUNTY, its officers, Medical Director, agents and employees, as additional insured (except for worker's compensation insurance), but only in so far as the operations under the AGREEMENT are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officer, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar day's written notice given to the COUNTY. Said insurance coverage shall have an annual aggregate limitation of not less than \$3,000,000 and shall provide for full coverage, and if such insurance policies have a deductible, such deductible shall be in an amount not to exceed ten thousand dollars (\$10,000) per occurrence. CITY shall provide certificates of insurance on the foregoing policies as required herein, to the COUNTY annually, stating that such insurance coverage has been

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obtained and are in full force.

- 9.3 CITY shall defend, indemnify, save and hold harmless the COUNTY and its officers, Medical Director, employees and agents, from any and all claims, damages, losses, judgments, liabilities expenses, and other costs including litigation costs and attorney's fee arising out of, resulting from, or in connection with the performance of this AGREEMENT by CITY or CITY agents, officers, or employees save and except the sole negligence or willful misconduct of COUNTY. CITY's obligation to defend, indemnify, and hold the COUNTY, its agents, officers, and employees harmless under the provisions of the paragraphs in this section is not limited to or restricted by any requirement in this AGREEMENT for CITY to procure and maintain a policy of insurance.
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- 9.4 CITY shall indemnify and hold harmless the COUNTY, its officers, employees and agents, and each of them, from any claim, action, or proceeding arising as a result of the exclusive rights granted pursuant to this AGREEMENT. COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, and each of them, from any claim, action, or proceeding arising as a result of the exclusive rights granted pursuant to this AGREEMENT. The COUNTY shall promptly notify CITY of any such claim, action, or proceeding and shall cooperate fully in the defense of any and all such claims, actions or proceedings.
- 9.5 COUNTY agrees to indemnify, save and hold harmless the CITY and its officers, employees and agents, from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from, or in connection with the performance of the AGREEMENT by COUNTY or COUNTY's agents, officers, or employees save and except the sole negligence or willful misconduct of CITY. COUNTY's obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of the paragraphs in this section is not limited to or restricted by any requirement in this AGREEMENT for COUNTY, to procure and maintain a policy of insurance.
- 9.6 Without limiting CITY's right to obtain indemnification from the COUNTY or any third parties, subject to the COUNTY's right to seek subrogation for indemnification

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paid to CITY under this AGREEMENT and to the extent such indemnification is paid pursuant to this paragraph, the COUNTY, at its sole expense, shall maintain or cause to be maintained in full force and effect the following insurance policies throughout the term of the AGREEMENT:

9.6.1 General liability insurance in an amount of not less than one million dollars (\$1,000,000) in coverage for each occurrence and an annual aggregate limitation of not less than \$2,000,000.

9.6.2 Medical liability insurance in an amount of not less than one million dollars (\$1,000,000) in coverage for any injury or death arising out of any one (1) occurrence.

9.6.3 Such insurance policies shall name the CITY, its officers, agents, and employees as additional insured, but only insofar as the operations under the AGREEMENT are concerned.

9.6.4 Such coverage for additional insured, shall apply as primary insurance and any other insurance, or self-insurance, maintained by the CITY, its officers, agents, and employees, shall be in excess only and not contributing with insurance provided under the COUNTY's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty-calendar day's written notice given to the CITY. Said insurance coverage shall have an annual aggregate limitation of not less than three million dollars (\$3,000,000) and shall provide full coverage, and if such insurance policies have a deductible, such deductible shall be in an amount not to exceed ten thousand dollars (\$10,000) per occurrence.

9.7 COUNTY shall provide certificates of insurance on the foregoing policies as required herein, to the CITY annually, stating that such insurance coverage has been obtained and are in full force.

10. NON -DISCRIMINATION

10.1 COUNTY and CITY shall abide by all federal and state non-discrimination laws regarding governmental COUNTY contracts and subcontracts.

11. RESPONSE COMPLIANCE PENALTIES

11.1 For each month in which anyone of the requirements in Section 3 is not met, CITY

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shall meet with the COUNTY, at the COUNTY's request, to develop a strategy to solve this response compliance problem.

- 11.2 For each calendar month in which CITY has met less than 90% of the response time standards, COUNTY shall assess the CITY the following penalties:

- | | |
|----------------------------------|---|
| 11.2.1 First Occurrence | Letter of deficiency sent |
| 11.2.2 Second Occurrence | \$7,500 fine |
| 11.2.3 Third Occurrence contract | \$17,500 fine or notice of major breach of contract |

- 11.3 Any monetary fine paid by CITY pursuant to Sections 3.10 excepting section 3.10.4 shall be credited to the above penalties, since it is not the intent of the PARTIES to impose duplicative fines for occurrences which violate both this section and Section 3.10
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- 11.4 If in any calendar month, regardless of prior deficiencies, CITY meets less than 88% of the response time standard, COUNTY has the option to:

- 11.4.1 assess a fine of \$17,500 or,
11.4.2 find the CITY in a major breach of contract.

- 11.5 An occurrence shall be expunged after six (6) consecutive months of compliance; however, financial penalties already assessed are not subject to reversal.

- 11.6 If it is reported to the COUNTY that any of CITY's employees have willfully and knowingly falsely reported any dispatch time that comprises Response Times, COUNTY shall investigate such allegations and take such action as is deemed appropriate by COUNTY within the limits allowed by the relevant statutes and regulations.

- 11.7 Exceptions may be granted by the COUNTY on a per call basis by request of the CITY and upon review and investigation by COUNTY. Good cause for exceptions shall be determined by the COUNTY, or as stipulated in this AGREEMENT. The burden of proof that there is good cause for an exception shall rest with CITY. These exceptions include but are not limited to the following:

- 11.7.1 Changes to response codes enroute to the scene, except in those cases in which the response time has been reduced after exceeding the initial response time standard. Should this occur, the call shall be included in the

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response compliance calculation.

11.7.2 Delays in EMS Resource response or arrival On Scene due to materially incorrect or unavailable information.

11.7.3 The response of a second unit to an incident if the request for additional resources was made within 10 minutes of the arrival of the first unit. It is assumed that after 10 minutes the CITY has had adequate time to re-deploy resources.

11.7.4 There shall be no response time penalties for third and subsequent units dispatched to a single incident or during declared disasters or a state of emergency affecting the EOA.

11.8 If CITY is unable to respond an ALS Ambulance to a Code Three call when the

Authorized Call Receipt Center has requested ALS services, a BLS ambulance may be dispatched as long as an ALS unit has also been dispatched. If a BLS ambulance is dispatched without an ALS unit, there will be a \$500.00 fine for each such occurrence unless waived by the COUNTY.

11.9 All measurements of compliance in this AGREEMENT shall be on a monthly basis reported quarterly. All fines shall be forwarded to the COUNTY within thirty (30) days following the mutual reconciliation and agreement of compliance summary for any charges incurred during the preceding quarter

12. COMPENSATION/FEES/SECURITY BONDS

12.1 CITY is not a member of the Alameda County Emergency Medical Services District. In lieu of membership, CONTRACTOR agrees to contribute the amount equivalent to the amount that would have been generated by the EMS District Special Tax, based on the number of benefit units within CONTRACTOR's Exclusive Operating Area (EOA). This amount will be paid annually, in quarterly installments to the COUNTY to compensate COUNTY for services it provides to CONTRACTOR. The amount is \$857,830.98 annually. COUNTY may increase this amount subject to any Cost of Living Adjustment imposed by the Alameda County Board of Supervisors on the annual assessment paid by property owners with the Alameda County Emergency Medical Service District. The amount may also be adjusted based on a change in the number of benefit units within the EOA.

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- 12.2 As compensation for services, labor, equipment, supplies and materials furnished under this AGREEMENT CITY shall be entitled to charge patients for the services rendered according to the User Fee Schedule included as Exhibit D. The CITY may bill an additional 20% over the fees in Exhibit D. Increases in patient charges may only occur with the approval of the COUNTY Board of Supervisors and as requested by EMS
- 12.3 All bills submitted by CITY to any private party or third party payer for ALS Ground Ambulance Services or Emergency Ground Ambulance Services rendered under this AGREEMENT shall not exceed the rates which have been approved by the COUNTY (Exhibit D) and 12.2 above..
- 12.4 In the event an actual or reasonably expected or impending extraordinary change (as hereinafter defined), CITY shall have the right to issue a notice of renegotiation of this Agreement. Upon COUNTY's receipt of notice to renegotiate, COUNTY shall also have the right to request renegotiation of any and all fees listed in Exhibit D and shall notify CITY of said request. In such event, CITY and COUNTY shall negotiate in good faith in an attempt to reach Agreement on amended financial and /or operational terms of the AGREEMENT necessary for CITY to satisfy its reasonable financial and operational needs in light of such extraordinary changes. In the event the COUNTY and the CITY are unable to reach agreement, CITY may terminate this AGREEMENT upon 180 days written notice without penalty to CITY. For purposes of this section an extraordinary change is defined as one or more of the following events:
- 12.4.1 Changes in payer (s) payment methodologies that will potentially and permanently reduce CITY's total collected revenues for services provided pursuant to this AGREEMENT by at least 10% as compared to the base period.
- 12.4.2 A material change in the law, whether by statute or judicial decision, which results in CITY's rights or abilities to provide paramedic ambulance service that would in turn cause a decrease in the exclusive operating area under the AGREEMENT which decrease would result in at least a 10% decrease in total collected revenues as compared to the base period.

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12.4.3 A material change in the COUNTY's proposed emergency triage/non emergency triage system that would result in at least a 10% decrease in total collected revenues as compared to the base period.

12.5 For purposes of this section, the base period shall be the twelve-month period prior to the earlier of CITY's notice to renegotiate or the occurrence of the extraordinary change.

13. CONTRACT PERFORMANCE/BREACH/DEFAULT

13.1 This AGREEMENT is an agreement by and between COUNTY and CITY and is not intended to and shall not be construed to create the relationship of COUNTY, servant, employee, partnership, joint venture or association.

13.2 Amendments or modifications to the provisions of this AGREEMENT may be initiated by any party hereto and may only be incorporated into this AGREEMENT upon the mutual consent of all PARTIES and must be in writing. PARTIES agree to negotiate in good faith to make such changes as are mutually deemed to be necessary. In the event COUNTY and CITY are unable to reach such agreement on any amendments or modifications to the provisions of this AGREEMENT within 90 days, the CITY and COUNTY shall jointly refer the matter to mutually agreed-upon third party neutral mediator. The cost of the third-party neutral mediator shall be split evenly between the CITY and COUNTY. The mediation proceedings shall be non-binding and shall conclude no later than 30 days after the referral to the mediator.

13.3 The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions of this AGREEMENT in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants or conditions, but all of the same shall be and remain in full force and effect.

13.4 Neither COUNTY nor CITY shall assign this AGREEMENT to another party without obtaining the prior written consent of all other parties to this AGREEMENT.

13.5 All notices pertaining to this AGREEMENT shall be sent via certified mail to the following:

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TO COUNTY: EMS Administrator
 County of Alameda
 1000 San Leandro Blvd., Suite 200
 San Leandro, CA 94577

TO CITY:	City of Alameda	City of Alameda
	City Manager	Fire Chief
	2263 Santa Clara Avenue	1300 Park Street
	Alameda, CA 94501	Alameda, CA 94501

- 13.6 Notwithstanding the foregoing, the COUNTY may, at any time during the term of the AGREEMENT, suspend pursuant to Section 13.8 or terminate this AGREEMENT for

CITY's material breach of the AGREEMENT. Such action to suspend or terminate the AGREEMENT shall not be undertaken unless CITY has first received written notice from the COUNTY describing the sections in the AGREEMENT with which it allegedly has failed to comply or sections in the AGREEMENT with which it has failed to comply that resulted in material breach of the AGREEMENT and CITY fails within 60 days after receiving said notice to cure such failure to comply, or if the failure cannot reasonably be cured within 60 days, CITY fails to commence cure of the failure within the 60 day period and in good faith continue to cure the failure. Upon request of CITY, the COUNTY shall provide acknowledgment to CITY that CITY's alleged failure to comply has been corrected or otherwise resolved.

- 13.7 Material Breach is defined as:

13.7.1 Willful failure of the CITY to operate the ALS service in a manner that enables COUNTY or CITY to remain in substantial compliance with the requirements of applicable federal, state, and county laws, rules, and regulations. Minor infractions of such requirements shall not constitute a major breach, but such willful and repeated breaches shall constitute a material breach.

13.7.2 Willful falsification of data supplied to the COUNTY during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under this AGREEMENT.

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- 13.7.3 Willful failure to maintain equipment in accordance with good maintenance practices.
- 13.7.4 Chronic and persistent failure of CITY's employees to conduct themselves in a professional and courteous manner and to present a professional appearance.
- 13.7.5 Willful failure to comply with approved billing and collection procedures.
- 13.7.6 Failure to maintain the required insurance.
- 13.7.7 Willful failure to properly report and comply with the penalty provisions.
- 13.8 In the event the COUNTY determines that a material breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the COUNTY's opinion, such that public health and safety are endangered, and after CITY has been given notice and reasonable opportunity to correct the deficiency, the matter will be presented to the Board of Supervisors in open session. If the Board of Supervisors concurs based on substantial evidence that material breach has occurred and that health and safety would be endangered by allowing the CITY to continue its operations, the CITY will cooperate fully with the COUNTY, to affect an immediate takeover of ALS Transport Services and/or Paramedic First Responder Services by the COUNTY. The COUNTY will affect such takeover not more than 72 hours after action.
- 13.9 Major breach of the AGREEMENT shall be defined as non-compliance with the following section: 3.10.4, 3.20, 11.2.3, 11.4. Major breach of the AGREEMENT may result in suspension or termination of this AGREEMENT following written notice by COUNTY to CITY without a 60 day period to allow the commencement of a cure of the breach as discussed in 13.6.
- 13.10 The COUNTY may unilaterally terminate the takeover period at any time. The takeover period shall last, in the COUNTY's judgment, no longer than is necessary to stabilize the EMS System and to protect the public health and safety.
- 14. MISCELLANEOUS
 - 14.1 The CITY shall (whenever possible) assist the COUNTY with public education programs within the service area.

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- 14.2 The CITY shall participate in disaster drills per COUNTY's request within the service area.
- 14.3 The CITY shall offer to the community a variety of programs consistent with criteria developed for public information and education by the COUNTY within the service area. Such programs may include:
- 14.3.1 Cardio-pulmonary resuscitation
 - 14.3.2 9-1-1 access
 - 14.3.3 Establishment of assessment programs to focus on measurable needs.
 - Asthma
 - Pedestrian safety
 - Gunshot wounds
-
- Car seat compliance and efficacy
 - Heart disease
 - Immunization, roles and compliance
 - Prevention activities targeting seniors and children
- 14.3.4 Enhancing access to service through expansion, interagency coordination, and access to health information.
- 14.4 Should there be a change in the COUNTY's EMS Plan that results in the need to make amendments to this AGREEMENT, PARTIES agree to negotiate in good faith to make such changes as are mutually deemed to be necessary.
- 14.5 No officer, member, or employee of COUNTY and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

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EXHIBITS

The Attachments to be attached and incorporated in the AGREEMENT are as follows:

- Exhibit A Map of Exclusive Operating Area
- Exhibit B COUNTY's Required Radio Equipment
- Exhibit C COUNTY's Required Insurance Document
- Exhibit D COUNTY's User Fees Schedule

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EXHIBIT B
COUNTY'S REQUIRED RADIO EQUIPMENT

Each response vehicle shall, at a minimum, have the following equipment installed:

- 1 800MHz mobile radio with front and rear compartment communications capabilities that is permanently mounted and connected to an outside antenna and compatible with Alameda COUNTY's trunked 800 MHz system.
 - 2 800MHz portable radios compatible with Alameda COUNTY's trunked 800 MHz system
 - 3 Cell phone for direct landline communications with the base hospital, receiving hospitals, dispatch centers and other necessary personnel or agencies.
-

**CITY OF ALAMEDA
AMBULANCE AND PARAMEDIC PROVIDER AGREEMENT**

**EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Endorsements and Conditions:	
	<ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable Insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> Department/Agency issuing the contract With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

Certificate C-2C

Form 2003-1 (Rev. 03/15/06)

**CITY OF ALAMEDA
AMBULANCE AND PARAMEDIC PROVIDER AGREEMENT**

**EXHIBIT D
ALAMEDA COUNTY 911 SYSTEM
APPROVED CONTRACTOR'S USER FEES**

	Effective 11/1/2009	Effective 11/1/2010
Bundled Base Rate	\$1,657.46	\$1740.35
Mileage/mile	\$38.14	\$40.05
Oxygen	\$124.97	\$131.21
Treat, Non-transport rate	\$460.41	\$483.44

CITY OF ALAMEDA

Dept - Fire

Inter-department Memorandum

To: Honorable Mayor and
Members of the City Council
From: Robert L. Wonder
Assistant City Manager

August 29, 1983

Re: County-wide Paramedic Program

BACKGROUND

On November 2, 1982, Alameda County voters indicated their overwhelming support for the establishment of a paramedic emergency services program to be funded through a benefit assessment district. Alameda voters approved the advisory measure by better than a 4 to 1 margin. As conceived, the program would provide pre-hospital advance life support presently unavailable to victims of a medical emergency. Paramedics, under the direction of a base hospital emergency physician utilizing radio communications and biotelemetry, would bring life-saving medical treatment to the victims at the scene of an emergency. Since January, 1983, the plan has been revised on several occasions in an attempt to address the number of concerns raised by Alameda County cities. Meetings have been held between County staff, the City Managers and fire chiefs, and the Mayors Conference Committee which looked into a number of issues in greater detail.

As a result of those meetings and discussions, the County has developed a plan which would allow for three service model options for paramedic emergency ambulance service. Those options are:

1. Paramedic ambulance staff with two paramedics under contract with private providers;
2. Paramedic ambulances staffed with two paramedics and one EMT-1 driver under contract with private providers; and,
3. Municipal fire department paramedic emergency ambulance service under contract agreement between the municipality and the County.

Hearings No. 3

9-6-83

City Council
CM Communications
Exhibit 2 to
Agenda Item #5-C
09-21-10

These options recognize the interests of the cities which intend to operate fire department paramedic service; the cities which want a three-person staffed paramedic ambulance; and, the cities which want a two-person staffed paramedic ambulance. The Plan also provides funds for training all first-responder firefighters to EMT-1, expansion and improvement of the specialized medical dispatch and radio communications systems, and for the necessary health care services agency administrative and medical staff which would be required to administer, monitor and assure medical direction of the system. Revenues from the benefit assessment district would provide the full cost of the County's emergency medical service program, resulting in an estimated savings of over \$1 million to the County's general fund.

The County's proposed program costs are shown in the following budget summary:

Fiscal Year 83-84 Budget	
Current EMS Program Cost.....	\$ 1,162,995
New Program Cost.....	1,365,500
Annual Basic Program Cost (First Year).....	2,528,495
Contingency Fund (10%).....	<u>285,140</u>
Total Basic Program Budget (First Year).....	\$ <u>2,781,349</u>

Total Number of Assessment Units
(Reported by Assessor)..... 485,119

Annual Basic Benefit Assessment	$\frac{2,781,345}{485,119} = \5.73
---------------------------------	--------------------------------------

Supplemental Assessment	\$2.38/Year
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Note: See attached County Plan (pages 5-7) for budget details and computation formula.

Cities opting to provide fire department paramedic ambulance service would have the option of requesting the Board to establish this supplemental assessment for the respective areas needed to recover the cost of the service. The estimated supplemental assessment is for three-person paramedic units.

This issue is before you now because on July 27, 1983, the Mayor received a communication from the chairman of the Alameda County Board of Supervisors requesting the City Council to approve a resolution of consent to join the proposed county-wide district for paramedic service.

This decision may not be as simple as some would have you believe. To the contrary, we feel this is a fairly complex issue. Paramedic service, given the right circumstances and situations, is vital and worth the added cost. With that, we do not disagree. But the issue before you is more than whether paramedics is a better level of service than Basic Life Support. At issue is:

- (1) whether the provision of the paramedic service and its cost to our citizens could be justified by the frequency of its actual usage in Alameda (i.e. would the number of calls where paramedic skills are used justify the added assessment fee);
- (2) whether paramedic service is in fact the appropriate level of patient care for the City of Alameda given its topography, central location of the hospital, strategically placed fire houses and availability of EMT-1 qualified firefighters; and,
- (3) whether the institution of a Basic Life Support (BLS) service with fire department transport, is not in fact a more appropriate level of care for Alameda citizens.

Those issues will be dealt with in this and the Fire Chief's report, as well as through verbal presentations by physicians from the Alameda Hospital.

DISCUSSION/ANALYSIS

Staff from the County Health Care Services Agency and members of the medical community will also be in attendance at the Council meeting in an attempt to persuade the Council of the appropriateness of joining the assessment district and providing paramedic service in Alameda. Our staff has met and discussed with the County's staff, both the County's proposed paramedic service and the City's proposal to undertake the BLS program with the fire department providing emergency transport. From those meetings, it is clear that the Health Care Agency staff totally disagrees with our decision to institute a BLS rather than a paramedic service. These officials have indicated that nothing short of a full-fledged paramedic service is appropriate in the 1980's. To initiate a BLS service at this time would not provide the high level of patient care needed in the field and simply can not be supported by the County unless it functions as a precursor to installing the paramedic system at a later date.

County officials support paramedic service primarily for medical reasons and use studies and statistics to defend that position. For example, in cases where paramedics are involved, the incidence of mortality will be shown to be reduced significantly. (The statistics cited, however, are world-wide and may not relate to Alameda's population.) On the other hand, the County will show that Alameda's population has a higher percentage of people over 65 than does the County and that older people are more susceptible to medical illnesses like heart attacks, strokes, diabetes, etc. than are younger people. In such instances, the medical community will argue and we agree, that rapid intervention with paramedic services will save lives to an extent not approachable with the BLS "load and transport" system. In trauma cases, however--vehicle accidents, gunshot wounds, stabbings--it is most critical to get the patient to an emergency room, which is what the City's proposed BLS system would accomplish. Since a large number of Alameda's emergency calls are trauma cases, one could argue that the BLS system is the most appropriate level of patient care in those cases. Nothing here is

meant to suggest that we have the qualifications to give medical opinions. These examples have been used simply to illustrate the difficulty in evaluating what level of service should be provided.

Apart from that, the City must consider what impact a paramedic system might have vis-a-vis the Alameda Hospital. Local concerns have been raised that fewer acute medical cases being referred to Alameda Hospital could greatly impact, or even jeopardize, the hospital's ability to retain its highly qualified medical staff. That is certainly an issue that needs to be explored and should be addressed to any of the local physicians who will be on hand.

It is not easy to anticipate all of the questions which will be raised at the September 6th meeting, but it can be reported that the fire department feels confident that it can implement the high quality BLS program, including transportation, which will provide excellent patient care without having to upgrade to the paramedic level. Physicians from the Alameda Hospital support the fire department's proposal, which includes improvements over the service currently being offered. What should not be lost sight of is the fact that the fire department's proposal does not preclude upgrading to paramedics at a later date if it is determined that that level of service is warranted.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The fire department anticipates a net revenue increase of approximately \$9,000 - \$10,000 in the first year of operations if the proposed BLS system, including transport, is adopted, and upwards to \$100,000 per year thereafter, assuming a 75% rate on bill collection and a realistic flat rate for transportation. If it were determined to be advantageous to upgrade to the paramedic level--still using municipal firefighters--the department has estimated that after first year start-up costs for tuition, training and associated overtime, the department could realize revenues in the neighborhood of \$100,000 - \$140,000 per year. That assumes the 75% bill collection rate, an adjusted transportation rate, and the continued practice of accounting for the firefighter/paramedic salary being carried in the fire suppression budget.

RECOMMENDATION

The fire department is prepared to initiate a BLS system with emergency transport on January 1, 1984. The County is prepared to start a paramedic system utilizing any one of the three models outlined earlier, by July 1, 1984. Because the County would like to see all eligible cities join the system, it has been indicated that if more time is necessary to consider the issue, any final decision could be postponed until later this month. If that were the Council's wish, the Health Care Services Agency staff has offered to meet in a work session with the Council and staff to attempt to resolve and/or reconcile any differences which may exist. This would need to occur as quickly as possible to allow for the preparation of the final report.

Taking into account the fire chief's recommendation in his August 25, 1983, memo to the City Manager, the City appears to have two options:

- (1) Stay out of the district at the present time, but reserve the right to join at a later date. During the interim, the fire department would operate a BLS system with transport. If, after a suitable period of evaluation, it was determined that a paramedic system was warranted, the department could then upgrade to paramedics.
- (2) Join the district as a BLS system with firefighter transport and take advantage of receiving a portion of the assessment district's revenues with the intent of upgrading to paramedics at a later date.

The advantage of option no. (1) is that it leaves the decision at the local level and relies on the judgment of the fire department and the hospital staff working together to determine the appropriate level of patient care. The major downside of option no. (1) is that if the City later agrees to join the district, we

Honorable Mayor and
Members of the City Council

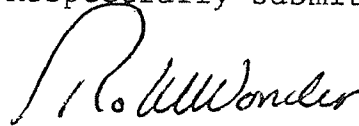
Page Seven
August 29, 1983

will have lost out on our share of the revenues collected for some period of time. Another disadvantage of option no. (1) is that eighty percent (80%) of voting Alamedans expressed their desire to have paramedic service available.

The primary advantage of option no. (2) is that in joining the district, we guarantee ourselves a portion of the revenues collected while we are assessing whether or not a paramedic service is warranted. The disadvantage of option no. (2) is that, after joining the district and collecting the assessment, there is no guarantee the paramedic service level will be judged to be needed in this community.

To summarize, based on a variety of practical considerations, the City's primary inclination has been to support the implementation of a BLS system with firefighter transport. Nevertheless, we feel this issue is of such significance that a work session with Health Care Agency personnel for the purpose of discussing the medical issues involved, would be appropriate before a final decision is made. Therefore, it is recommended that no action be taken on the resolution until such time as a work session has occurred.

Respectfully submitted,

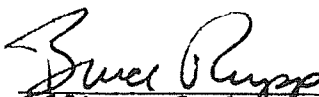


Robert L. Wonder
Assistant City Manager

RLW/vb

Attachment

APPROVED FOR FORWARDING
TO THE CITY COUNCIL



Office of the City Manager

CITY OF ALAMEDA

Inter-department Memorandum

To: J. Bruce Rupp, City Manager

From: Richard Quarante, Fire Chief

Date: August 25, 1983

RE: Should the City of Alameda participate in the Alameda County Paramedic Benefit Assessment District Program?

Before answering the question above, we should first review some of the pertinent events that have a bearing on that subject of prehospital emergency care; i.e.,

- . A brief history of the Emergency Ambulance Service in the City of Alameda;
- . The Alameda County's Proposed Paramedic Benefit Assessment District Program;
- . The City of Alameda's Fire Department operated Emergency Ambulance Service Alternative.

BACKGROUND

First, by way of history, the City of Alameda, with its public safety (police and fire) services, has been involved in providing first-in on the scene emergency medical service to the community for over 100 years. In its beginning, emergency medical service was mostly confined to basic and advanced first aid and through the years has evolved to the present level of training, which is Certified Emergency Medical Technician (EMT I-A) level of basic life support (BLS). This level of training possessed by 65 members of the Alameda Fire Department satisfies the minimum standards of employee competence required in operating certified ambulances in the State of California.

The present status of emergency medical service for our citizens includes reporting of an emergency medical call, usually via 911, to the Central Communications Center at the Police Building, quickly followed by the fire department emergency medical technicians response (approximately 2700 total EMS calls last fiscal year), and a private ambulance response (if needed), and patient delivery to Alameda Emergency Care Center at Alameda Hospital and on occasions to other nearby hospitals.

Secondly, we should look at the intent of the County's Paramedic Plan. According to letters from Ben Mathews, Administrator, Emergency Care Services of Alameda County, dated March 25 and July 20, 1983, the County's proposed program is explained in detail. Sections of those reports reveal that on November 2, 1982, the voters of Alameda County approved Measure C advising the Board of Supervisors to establish a countywide paramedic

City Council
CM Communications
Exhibit 3 to
Agenda Item #5-C
09-21-10

emergency medical services program which will provide prehospital advanced life support to victims in response to emergency medical calls and to be financed by a benefit assessment on real property within the county not to exceed ten dollars annually for each benefit unit, of which the county has 485,119 total estimated assessment units. Within this total, the City of Alameda contains 27,796 estimated assessment units.

Advisory Measure C was based on a proposal developed by the Health Care Services Agency and reviewed and recommended by the Emergency Medical Care Committee. This preliminary proposal recommended that the emergency ambulance services provided under County contract could be upgraded to include paramedic advanced life support prehospital care, and that the County cost of this EMS program could be financed through a countywide benefit assessment of approximately \$5.73 per benefit unit, plus an additional \$2.38 per benefit unit for those cities who choose to operate their own ambulance system. The projected costs included the current program costs and the new costs associated with the paramedic program.

The proposed paramedic program is based upon the premise that paramedic service will be provided by the provider(s) of emergency ambulance service in accordance with State and County requirements, and that fees for service will be charged which will fund a major portion of the cost of the service. Funds generated by the proposed benefit assessment district will cover any subsidies needed to assure availability and quality, and the County costs of system administration, coordination, monitoring, maintaining the radio communications system, first-responder EMT-I training and equipment and other costs associated with the Countywide EMS System. In addition to these assessments, a patient could expect a bill up to \$350. for an ambulance run where the patient needed paramedic services.

In reference to the County's program, individual cities within Alameda County may choose or not choose to be included in the countywide proposal of paramedic service.

The third area to consider is the City of Alameda Fire Department operated Emergency Ambulance Service Proposal. This proposal or alternative to Alameda County's Paramedic Program indicates certain advantages to our city at this period of time for operating its own ambulance transport system. Basically this emergency transport program consists of utilizing fire department personnel trained to the basic life support level (EMT-1A), and who would man city-owned ambulances that quickly transport emergency patients to Alameda Emergency Care Center.

The major differences between the City's plan and the County's proposal are:

- . Countywide control vs. City of Alameda (local) control of ambulance transport service.
- . Benefit assessments in County Plan vs. no assessment in City of Alameda Plan.
- . County's advanced life support system (ALS), trained ambulance

personnel vs. City's basic life support system (BLS), trained firefighter/ambulance personnel.

DISCUSSION/ANALYSIS

As already outlined in several previous memos to you and during the recent fire department budget presentation, reasons for our intent to implement the City's own ambulance transport system and not join the County's Proposed Paramedic Program at this period of time are hereby restated:

- . Faster on the scene response times by fire department compared to slower private ambulance response times to same scene.

According to fire department records, the Alameda Fire Department Emergency Medical Technicians are on the scene at an average of five (5) minutes faster than private ambulances to the same scene. This could result in the advantage of quicker delivery of the patient to a doctor's care at a hospital by the firefighters rather than in-field stabilization of patients by paramedics (under the County's Proposed Plan), resulting in longer delivery time to a hospital.

- . Location of Fire Stations (Ambulances and Personnel), equally distributed throughout the City. (see Attachment #1)

With four (4) equally distributed fire stations rather than one provided by a private ambulance company allows the fire department the opportunity to dispatch a medical unit and ambulance closest to the caller. This obviously results in quicker on-the-scene arrival times, which normally is under three (3) minutes.

- . Medical Support (see Attachment #2)

The Director of Emergency Services, Emergency Department at Alameda Hospital, and the Hospital Administrator, support the Fire Department's recommendation to provide emergency transport. It is their opinion that a paramedic program in Alameda would provide no real advantages in patient care at this time.

- . Topography and Small Area Served

Alameda is only 10.5+ square miles in area with an emergency receiving hospital located nearly in the center of the City. With the exception of a peninsula area (B.F.I.), which is attached by a drawbridge, Alameda is an island city completely surrounded by water with no confusing city boundary lines. The City is almost completely flat with an excellent street configuration and no natural or man-made hinderances to traffic flow or response times. With the exception of the Bay Farm Island Bridge, Alameda has no rivers, hills, freeways, train tracks, etc., which other surrounding cities do have, that could unnecessarily prolong ambulance response times. Alameda's

topography is conducive to the fire department as providers of speedy ambulance transport service, mainly due to much shorter travel distance (mileage) to the local hospital.

- . Base Hospital in Paramedic Program to be located outside city limits of Alameda.

We believe that the designated advanced life support base hospitals for medical direction and continuing education services should be limited to a hospital within the city limits of those cities participating in an advanced life support program. However, if the City of Alameda did join the County's program, it is our understanding that the base hospital for Alameda would be located outside the city.

- . Better preparation for city disasters.

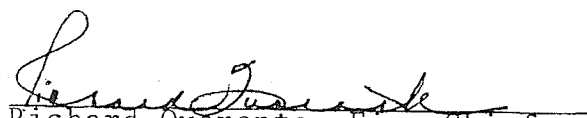
With the fire department providing emergency transport service, the city would be better prepared to handle major disasters. This would be realized due to a more cohesive working relationship which would develop between the fire department and Alameda Hospital. During major disasters, it could be expected that our island city could be totally isolated and the city may be required to cope with such a disaster with its local resources without the aid of the private sector and/or outside aid.

RECOMMENDATIONS

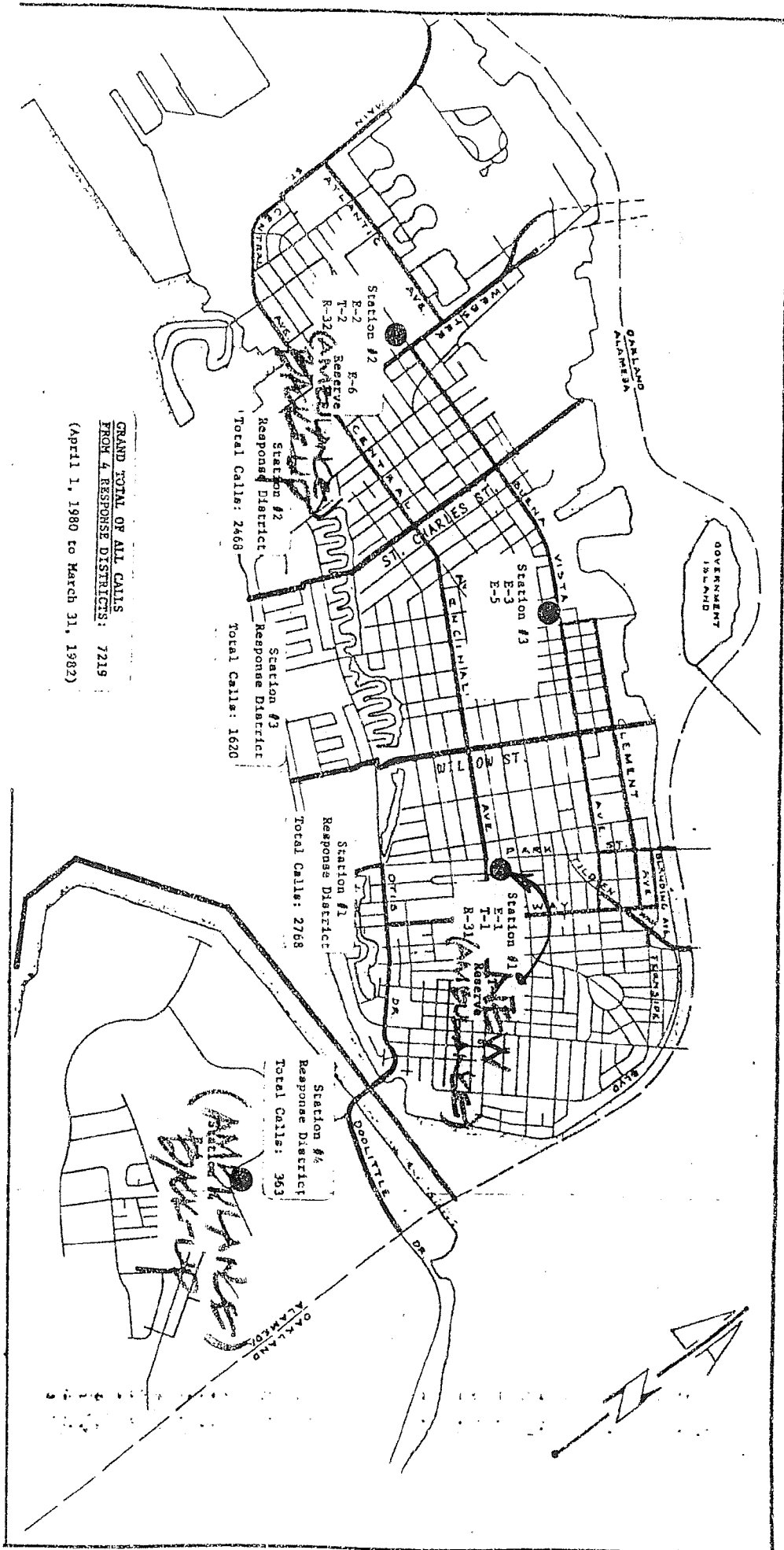
Due to the above concerns and reasons, the fire department recommends:

- . At this time we do not participate in Alameda County Paramedic Benefit Assessment District Program, but, rather, wait for a period of one year in order to evaluate the benefits of the County's program. (see Attachment #3)
- . The City of Alameda implement the fire department's plan for emergency ambulance transport, (see Attachment #4). This plan to be evaluated after a period of one year in order to determine its effectiveness, value and its working relationship with the County's ambulance transport program.

NOTE: After the County has operated their program for one year, and a review of our own transport program, we believe that our City would be in a better position to study and evaluate both systems and experiences. That would be the appropriate time to consider whether advanced life support (ALS) service is more advantageous to the community of Alameda.


Richard Quarante, Fire Chief

• PLAN FOR E.M.T. I-A EMERGS. AND TRANSPORT •



GRAND TOTAL OF ALL CALLS
FROM 4 RESPONSE DISTRICTS: 7219
(April 1, 1980 to March 31, 1982)



ALAMEDA HOSPITAL

2070 CLINTON AVENUE, ALAMEDA, CALIFORNIA 94501

A NONPROFIT SERVICE FOR THE COMMUNITY

Telephone (415) 522-3700

July 14, 1983

Richard Quarante, Chief
Alameda Fire Department
Alameda, CA 94501

Dear Dick:

I'm writing in regard to our earlier conversation concerning the emergency transport of patients in Alameda by the Fire Department. There are several items concerning transport, unified pre-hospital care, our unique geography and the possibility of developing a system more cost effective than the county proposed paramedics that leads me to encourage you in this proposal.

The current transport system in Alameda is provided by Emergency Medicine Technicians - Type I (EMT-I). The geography of Alameda Island with a centrally located hospital lends itself to short transit times to the hospital in emergency situations. The well located fire department stations enable quick response to 911-emergency calls, often 2 minutes. The use of Alameda Fire Department EMT's equals the current service provided but importantly would eliminate current duplication of service (i.e., AFD Rescue Response followed by Allied Bay Cities Ambulance Response and transport), and therefore, quicken transport to our Emergency Department.

I am aware of the voter response for a paramedic system in Alameda. I feel that there is no distinct advantage for such a system in Alameda. The geography of Alameda, the location of fire stations with their attendant EMT's, and the central location of Alameda Hospital all lend to rapid patient transit to a well staffed Hospital Emergency Department. Our prime purpose in pre-hospital care is to rapidly transport patients to an area where quick, stabilization and definitive care may be initiated. Our current program is adequate at present, however, there is an alternative to the paramedic system, a hybrid between it and the EMT-I program, the EMT-II. This system would provide for increased hours of training, enabling better pre-hospital care (i.e., better airway management, cardiac monitoring and limited emergency paramedic modalities). I support this system and will gladly assist you in obtaining the information and planning the EMT education should you opt for this alternative.

City Council
CM Communications
Exhibit 4 to
Agenda Item #5-C
09-21-10

Additionally, I feel that the use of AFD as an emergency patient transport service may enable us to create a unified disaster management plan for the City in regard to health care delivery. We are part of the County Emergency Medical Service system and should remain so. The development of an adequate, cohesive disaster plan for the City however should be more easily developed with City services and Alameda Hospital working in unison.

It is my opinion that for the reasons mentioned above and for the general professionalism and dedication of the Alameda Fire Department EMT's, that the City would benefit by the proposed change. The Alameda Hospital Administrator, Mr. Hal Michaels, is aware of these impending changes and supports the comments and commitments stated by me. The Hospital Emergency Department and Emergency Disaster Committees are also in support of the above.

Thank you,



A.H. Glaser, M.D.
Director
Emergency Services
Emergency Department
Alameda Hospital



Hal Michaels
Administrator
Alameda Hospital

Paramedic decision advocated

FREMONT — It could be a fatal mistake for the City Council to wait a year before deciding whether to support a countywide paramedic program, a local ambulance company official said Monday.

City statistics show about 10 residents died last year either on the way to the hospital or shortly after arrival because paramedics were not available, said Dennis Bolt, executive director of Regional Medical Systems, the ambulance company serving Southern Alameda County.

But City Manager Kent McClain is recommending the council stay out of the program for a year because the county's proposal leaves too many questions unanswered.

Such a delay could leave Fremont as the only city in Alameda County without paramedics when the program starts July 1.

One of the unanswered questions, McClain said, is how tax revenue would be divided. It also is unclear how the money would be spent, he said.

Originally scheduled to vote on McClain's request tonight, the council instead will heed a county request to delay action for another month, Mayor Leon Mezzetti predicted. The county asked for the delay in order to try to answer the city's questions.

Newark and Union City already have endorsed the county's plan to finance a paramedic program by charging homeowners a maximum of \$10 annually. County voters approved paramedic services when they passed Measure C last November.

Fremont, with the possible exception of Alameda, is the only city balking at the paramedic program, said Ben Mathews, director of county Emergency Medical Services.

According to McClain, the city has three options:

- Join the county paramedic assessment district and have services provided by a private ambulance company.
- Expand the scope of work performed by firefighters to include paramedic duties, and hire at least 15 firefighters as paramedics.
- Stay out of the paramedic program for a year to study whether paramedic service should be provided by private contractor or the Fremont Fire Department.

FISCAL IMPACT OF FIRE DEPARTMENT AMBULANCE TRANSPORT PROGRAM (One Year of Operation).

Revenue Generated: \$112,500

i.e., . 1200 estimated emergency transports
 x 75% (collection rate)
 x \$125. (average transport charge)*
 = \$112,500.

Costs of Program: \$103,467

i.e., . One fully equipped ambulance (includes fuel & Maintenance)	\$50,000
. One Program Administrator/Captain (pay differential between Captain and Lieutenant)	\$ 4,293
. One Lieutenant [to replace Lt. from Fire Suppression who became Program Administrator of Ambulance Transport. (Pay differential between Lt. and Apparatus Operator or Firefighter - average of both)]	\$ 2,770
. One Firefighter, Step 1 (to fill vacancy of Apparatus Operator or Firefighter)	\$22,986
. One Typist Clerk	\$14,418
. One Billing/Records System (includes a mini-computer, postage, forms, phone, etc.)	<u>\$ 9,000</u>
Total Cost of	\$103,467

NOTE: After first year of operation, the program will not include ambulance cost (50,000 minus fuel & maintenance), and approximate cost of mini-computer (\$8,000).

*This should not be considered an absolute fixed charge. As the program evolves, we will evaluate the charges to determine whether our cost of operation is being offset by the transportation charge, as noted above.

Sept. 7 re

CITY OF ALAMEDA

Inter-department Memorandum

To: Honorable Mayor and
Members of the City Council

From: Robert L. Wonder
Assistant City Manager

September 19, 1983

Re: County-wide Paramedic District

Background

At your September 6th meeting, a hearing was held on whether or not to join the County-wide Paramedic District. The decision was postponed until a subsequent worksession was held September 15th, at which County staff, Fire Department personnel, and Alameda Hospital Medical Staff were allowed to participate and provide additional information.

Discussion/Analysis

The Fire Department has proposed to initiate a Basic Life Support (BLS) service, including emergency transport. This new service would be monitored and evaluated over a year's period of time to determine whether it should be upgraded to a paramedic service. It would be at that point that a decision on paramedics would need to be made. The decision now is whether or not to join the District at the BLS level. Ben Matthews, Administrator of Emergency Medical Service of the County's Health Care Services Agency, has indicated that it would be perfectly proper for the City to join the District now, even at the BLS level, so long as it did so with the intention of upgrading at a later date, were that found to be warranted. Therefore, the question boils down to: 1) joining the District at the BLS level with the intent to upgrade, if justified; or 2) remaining out of the District but initiating a BLS system to be evaluated and possibly upgraded to paramedics. Given the only difference between the two options is being in or out of the District, being in would appear to be more

Re: Resolutions No. 17

9-20-83

City Council
CM Communications
Exhibit 5 to
Agenda Item #5-C
09-21-10

Honorable Mayor and
Members of the City Council

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advantageous since it would allow the City to receive a portion of the revenues collected by the County. In fact, however, joining the District is really tantamount to a commitment to providing paramedic services, even if at a later date.

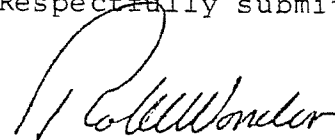
Budget Considerations/Financial Impact

As indicated in my August 29th report, the Fire Department anticipates a net revenue increase of approximately \$9,000 to \$10,00 the first year of operation and considerably more thereafter, even if operating only at the BLS level.

Recommendation

Inasmuch as the Alameda Fire Department desires to introduce a pilot BLS system with fire ambulance transport and to adequately evaluate it before recommending moving up to paramedics, and since there seemed to be near universal consensus among the Alameda Hospital Physicians who testified that there is not the same need for a full fledged paramedic service in Alameda as elsewhere, it is recommended that for the present, the City opt not to join the County-wide Paramedic District. This can best be accomplished by voting against Resolution item number 17.

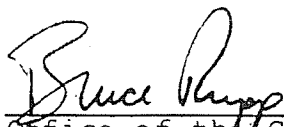
Respectfully submitted,



Robert L. Wonder
Assistant City Manager

RLW:pk

APPROVED FOR FORWARDING
TO THE CITY COUNCIL



Office of the City Manager

Councilmember Lucas made a motion, seconded by Councilmember Monsef, that the resolution be adopted; the motion carried by the following vote: Ayes: Councilmembers Hanna, Lucas, Monsef, and President Diamant - 4. Noes: None. Absent: Councilmember Gorman - 1.

83-508 Resolution No. 10165 "Authorizing execution of agreement between the City, the Alameda Unified School District and the Frank Weeden Foundation relating to their annual contributions to the Alameda and Encinal Swim Centers for maintenance and equipment."

Councilmember Monsef made a motion, seconded by Councilmember Hanna, that the resolution be adopted; the motion carried by the following vote: Ayes: Councilmembers Hanna, Lucas, Monsef, and President Diamant - 4. Noes: None. Absent: Councilmember Gorman - 1.

83-509 Resolution No. _____ "Resolution consenting to the inclusion of the territory of the City in the formation of the County Service Area to be established for the provision of Paramedic Emergency Medical Services."

President Diamant noted that a Work Session had been held on that subject.

The following persons spoke in support of the resolution:

Anne Taylor, Central-Eastern District Health Council
Art Crowe, Allied Ambulance

Councilmember Hanna made a motion, seconded by Councilmember Monsef, that the City not be included in the County Service Area; the motion carried by unanimous voice vote - 4.

Councilmember Hanna made a motion, seconded by Councilmember Monsef, that staff be directed to provide a report regarding Fire Department providing Paramedic Advanced Life Support in the future, including cost of training, retraining, and additional wages required for Firefighters who become Paramedics; the motion carried by unanimous voice vote - 4.

83-510 Resolution No. 10166 "Resolution with respect to the destruction of a civilian airliner by the USSR."

Councilmember Hanna stated that he had not received the resolution and should have an opportunity to review legislation before voting.

Councilmember Lucas made a motion, seconded by Councilmember Monsef, that the resolution be adopted; the motion carried by the following vote: Ayes: Councilmembers Lucas, Monsef, and President Diamant - 3. Noes: Councilmember Hanna - 1. Absent: Councilmember Gorman - 1.

INTRODUCTION OF ORDINANCES

83-511 Ordinance No. _____, New Series "An Ordinance of the City Council of the City of Alameda, approving the terms and conditions of an amendment to a member agreement between Northern California Power Agency and certain participating members, and authorizing the execution of and delivery of said amendment by officers of the City of Alameda (Geothermal Generating Project Number 3)."

Councilmember Monsef made a motion, seconded by Councilmember Lucas, that the ordinance be adopted; the motion carried by the following vote: Ayes: Councilmembers Hanna, Lucas, Monsef, and President Diamant - 4. Noes: None. Absent: Councilmember Gorman - 1.

City Council
CM Communications

Exhibit 6 to

Agenda Item #5-C

09-21-10

Councilmember Gorman noted that he had spoken with Mr. Soley of United Cable, and he had assured him they would replace any landscape damaged.

Councilmember Gorman made a motion, seconded by Councilmember Monsef, that the communication be accepted and to reaffirm Councilmember Hanna's position that the Council support the decisions of the Public Works Director and that he monitor the installation closely; the motion carried by unanimous voice vote - 5.

HEARINGS

83-465 Hearing regarding participation in the Countywide Paramedic District.

President Diamant explained the procedures to be used in the hearing and called for proponents.

Fred Cooper, Alameda County Supervisor, and Ben Matthews, Alameda County Health Care Services, spoke in favor of the County plan and holding a Work Session.

The following persons spoke in favor of the Countywide Paramedic District:

John E. Vickery, Jr., M.D., Emergency Medical Care Committee of Alameda County
Jay Joseph Wideman, 1564 Pacific
Patricia Stich, Alameda County Emergency Medical Care Committee
James Pointer, Emergency Medical Services Agency

On the call for opponents, the following persons spoke:

Arthur H. Glaser, M.D., Alameda Hospital
Peter Frith, Alameda Hospital
Herbert Schub, M.D., Alameda Hospital
Dr. Robert Deutsch, 2059 Clinton Avenue
Jeptha T. Boone, M.D., Alameda Hospital

The following persons spoke but took no position on the Paramedic Plan:

Paul Cronenwett, M.D., 1729 Cornwell Drive
Martha Killebrew, Red Cross
Josephine Bixler, 814 Haight Avenue

Councilmember Hanna recommended a Work Session be scheduled.

The City Manager stated that he would schedule a Work Session next week.

Councilmember Hanna made a motion that the matter be held in abeyance until after the Work Session had been held.

Councilmember Lucas offered an amendment to the motion, accepted by Councilmember Hanna, that it be determined how much skill the Fire Department personnel could acquire.

Councilmember Lucas seconded the motion, and it carried by unanimous voice vote - 5.

President Diamant requested additional local data.

September 6, 1983

Councilmember Gorman requested information as to whether the City would be required to pay even if it did not join District; expense to operate program above the \$10.00 per dwelling unit; comparison of cost to provide similar service by Fire Department; and analysis of effect on Alameda Hospital emergency services.

REPORTS AND RECOMMENDATIONS

83-466 From Chairman of Historical Advisory Commission recommending the Bureau of Electricity's surplus of \$432,000 be allocated for projects involving preservation of historic street lights.

Gary Knecht, Member of Historical Advisory Commission, spoke in support of the recommendation and restoration of historic street lights.

The City Manager stated that a study had been done regarding conversion of historic street lights and would be on an upcoming agenda.

Councilmember Lucas made a motion, seconded by Councilmember Mosef, that the Historical Advisory Commission have an opportunity to review the report and submit a recommendation to Council before the report is placed on a Council agenda; the motion carried by unanimous voice vote - 5.

83-467 From Chairman of Golf Commission requesting that the yearly payback for the costs of the Mif Albright Course be changed from \$50,000 per year for five years to \$25,000 to enable the loan to be paid back over a ten-year period.

Norma Arnerich, Chairman of the Golf Commission, spoke in support of the request and stated that the Chairman of the Golf Commission Finance Committee was out of town and the matter could be continued until his return.

Councilmember Gorman made a motion, seconded by Councilmember Hanna, that the matter be continued to obtain financial information from the Golf Commission Finance Committee Chairman and after Capital Improvement Budget discussions; the motion carried by unanimous voice vote - 5.

83-468 From Assistant City Manager regarding establishment of local Commission on Aging.

The Assistant City Manager stated that a study group had been formed and provided three alternatives. He further stated that the study group was not unanimous but there was a feeling that there were already so many other groups that provide services to the elderly that a local Commission was not necessary.

Bill Thomas, 1518 Pearl Street, #G, spoke in support of establishing a Commission on Aging.

Deanna Johe, 3258 Ravens Cove Lane, stated that other groups serving the elderly did not want a group to oversee them.

Councilmember Hanna made a motion, seconded by Councilmember Gorman, that a Commission on Aging not be created at this time.

Councilmember Monsef stated it would be helpful to have a Commission to pull together senior activities in the City.

The motion carried by the following vote: Ayes: Councilmembers Gorman, Hanna, Lucas, and President Diamant - 4. Noes: Councilmember Monsef - 1. Absent: None.

Agenda Item #6-A
is being continued to
October 5, 2010

Re: #6-A
09-21-10

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Ann Marie Gallant
Interim City Manager

Date: September 21, 2010

Re: Introduce an Ordinance Amending Municipal Code Section 30-17 (Density Bonus Regulations) of Chapter XXX (Development Regulations) to Provide Limits on Concessions and/or Incentives for Density Bonus Projects on Sites with a Residential General Plan or Zoning Designation

BACKGROUND

In December 2009, the City Council adopted a Density Bonus Ordinance that provides for density bonuses, concessions, incentives, and waivers to residential development projects that voluntarily propose affordable housing units.

At the time the Density Bonus Ordinance was adopted, the City Council expressed concern that the listed concessions or incentives in the regulations could, if granted and incorporated into a project, result in developments that would negatively impact Alameda's residential neighborhoods. In order to address these potential impacts, the City Council directed staff to develop an amendment that places caps or limits on the listed concessions and incentives for projects on sites with a residential zoning designation.

DISCUSSION

A density bonus project may be entitled to certain reductions to the City's site development standards or modifications of zoning code or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission, resulting in identifiable, financially sufficient, and actual cost reductions. These are called concessions or incentives. The number of concessions or incentives are based on the percentage of affordable housing units. The higher the percentage of affordable units, the more exceptions to development regulations a project is entitled to receive. Subsection 30-17.10 of the Density Bonus regulations contains a list of concession or incentives; however, the list does not include all the concessions or incentives a developer may request. The list of concessions and incentives is intended to guide an applicant's project development efforts towards those exceptions that the City is more likely to consider favorably.

City Council
Public Hearing
Agenda Item #6-B
09-21-10

- The Planning Board held a number of hearings on the proposed amendment to the Density Bonus regulations. In the process of crafting an ordinance and developing a recommendation, the Board considered comments and input from the public, which were incorporated into the draft ordinance. At their meeting of April 12, 2010, the Board voted unanimously to recommend the recommended ordinance amendments.

The amendments are intended to ensure that density bonus projects are designed to blend visually into the surrounding neighborhoods by ensuring that lot sizes, setbacks, lot coverage, and parking standards are compatible with the residential surroundings. The following describes the purpose for each cap or limit.

- **Lot Sizes:** Limiting the reduction in lot sizes to no less than 3,000 square feet and a width of 30' when the zoning requires a 5,000 square foot lot with a 50-foot width. The amendment is designed to ensure that if a reduction in lot size is requested that the resulting smaller lots will be in keeping with typical residential lot sizes in Alameda. This ensures that a density bonus project better integrates into existing residential neighborhoods.
- **Front Setbacks:** Requiring front yard setbacks that are the average of adjoining properties will help maintain the scale and rhythm of the streetscape. Allowing a lesser side yard setback reflects the development pattern that occurs in many Alameda neighborhoods, but provides the minimum setback to the property line required by the building code without triggering the need for fire resistive construction methods.
- **Open Space:** Requiring minimum open space and capping lot coverage will result in projects with residential characteristics and provide outdoor areas for residents and landscaping opportunities that will help a project better integrate into a neighborhood.
- **Parking:** Maintaining parking space requirement minimums will keep density bonus projects from overburdening available public parking, such as on-street spaces, in a neighborhood.

This list is intended to provide more certainty and expedience in the processing of a density bonus application, and the proposed caps or limits help protect the qualities of Alameda's residential neighborhoods. There may, however, be instances where a developer will be able to obtain a waiver of these caps or limitations under section 30-17.12 (Waiver of Development Standards that Physically Preclude Construction.) There may also be instances where a developer asks for incentives and concessions that are not listed in the ordinance. Instances may also occur when a large development, defined as a site with at least one acre of land, needs exceptions to the caps or limits. For this reason the draft ordinance also includes language that allows consideration of these exceptions, but only in instances where it can be shown that such an exception is needed to allow flexibility for quality site planning and architectural design.

FINDINGS

The proposed amendments are consistent with the General Plan. The amendments are consistent with General Plan policies regarding public health and safety of the Alameda's residential neighborhoods and promote a variety of housing opportunities for all income levels in the community.

The proposed amendments will benefit the general welfare of the community. The proposed amendments provide more housing opportunities while at the same time provide protections for the unique character of Alameda's residential neighborhoods.

The proposal is equitable because the amendments balance the interests of the existing community with the needs for affordable housing.

FINANCIAL IMPACT

The funds for this project have been budgeted in the Community Development Fund in the Advanced Planning Program, Fund and Program Number 209-481005. The Community Development Department expects to recover expenditures incurred from applicants for the processing of density bonus applications.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

The proposed ordinance amends Section 30-17 in Article I of Chapter XXX, Development Regulations of the Alameda Municipal Code. It specifically modifies subsections 30-17.9 and 30-17.10, and is consistent with other sections of the Alameda Municipal Code.

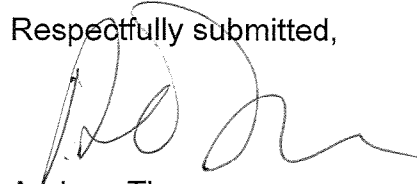
ENVIRONMENTAL REVIEW

This ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to §§ 15060 (c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and the "common sense" exemption under § 15061(b)(3) of the CEQA Guidelines, because the City Council hereby determines and finds that there is no possibility that the ordinance may have a significant effect on the environment, rather these amendments are regulations intended to mitigate the potential for significant effects on the environment.

RECOMMENDATION

Introduce an Ordinance amending the City of Alameda Municipal Code to provide limits on concessions and/or incentives for density bonus projects on sites with a residential general plan or zoning designation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Andrew Thomas', written over a horizontal line.

Andrew Thomas
Planning Services Manager

Approved as to funds and account,

A handwritten signature in black ink, appearing to read 'Fred Marsh', written over a horizontal line.

Fred Marsh
Controller

CITY OF ALAMEDA ORDINANCE NO. _____

New Series

Approved as to Form

Deborah P. Smith
City Attorney

AMENDING MUNICIPAL CODE SUBSECTIONS 30-17.9 (REQUESTS FOR INCENTIVES OR CONCESSIONS FOR SITES WITH A COMMERCIAL OR MIXED USE ZONING DESIGNATION) AND 30-17.10 (INCENTIVES OR CONCESSIONS DEFINED) OF SECTION 30-17 (DENSITY BONUS ORDINANCE) OF CHAPTER XXX (DEVELOPMENT REGULATIONS ARTICLE I. ZONING DISTRICTS AND REGULATIONS) THAT ALLOWS CAPS OR LIMITS ON CONCESSIONS AND INCENTIVES FOR DENSITY BONUS PROJECTS ON SITES WITH A RESIDENTIAL GENERAL PLAN OR ZONING DESIGNATION

WHEREAS, in 1979 the State of California adopted legislation that provided incentives to encourage private developers to include "affordable units" in their market-rate residential projects; and

WHEREAS, with certain exceptions, California Government Code Section 65915 requires that a City provide for a density bonus and other incentives or concessions if a developer, among other things, agrees to construct specified numbers of affordable housing units; and

WHEREAS, the Housing Element of the City of Alameda General Plan, adopted in May 2003, includes an objective calling for the adoption of a density bonus ordinance; and

WHEREAS, the City wishes to maintain an economically balanced community with housing available to households of all income levels and this Council seeks to provide incentives for the creation of affordable housing units; and

WHEREAS, the City Council adopted density bonus regulations on December 1, 2009; and

WHEREAS, at the time the density bonus regulations were adopted the City Council expressed concern that without caps or limits on concessions or incentives, density bonus projects occurring in residential neighborhoods would have the potential for significant adverse impacts on the quality of residential neighborhoods; and

WHEREAS, In an effort to mitigate the potential for these significant adverse impacts to residential neighborhoods, the City Council directed that staff develop an amendment to the density bonus regulations that provides for caps or limits on concessions and incentives for density bonus projects on sites with a residential general plan and zoning designation; and

WHEREAS, amendments to the density bonus regulations incorporating the changes identified above have been developed and a draft ordinance made available for public review; and

WHEREAS, the Alameda Planning Board has held public hearings at which public comment was received and considered and has recommended adoption of the attached amendments to the density bonus ordinance to the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALAMEDA DOES ORDAIN AS FOLLOWS:

Section 1. Ordinance Adoption. Subsections 30-17.9, and 30-17.10 are amended, to read as follows:

30-17.9 Requests for Incentives or Concessions for ~~Sites with a Commercial or Mixed Use Zoning Designation~~

a. When an Applicant proposes a Development Project for any specified housing unit type on a site ~~with a Commercial or Mixed Use Zoning Designation~~, other than a senior citizen housing development or mobile home park pursuant to subsection 30-17.7.4, the City shall provide the Applicant with incentives or concessions as defined by subsection 30-17.10, subject to the cap or limit on concessions and incentives identified in subsection 30-17.10 for sites with a residential zoning or general plan designation. The Applicant must submit a Density Bonus Application, as described in subsection 30-17., identifying the specific incentives or concessions that the Applicant requests. The City shall grant the concession or incentive requested by the Applicant unless the City makes any of the following written findings, based upon substantial evidence:

1. The concession or incentive is not required to provide for Affordable Housing Costs as defined in Section 50052.5 of the Health and Safety Code or for Affordable Rents for the targeted units;
2. The concession or incentive would have a specific adverse impact as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources or designated a City of Alameda Historical Monument or included in the City of Alameda's Historical Building Study List and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to Low- and Moderate-Income households;
3. The request is to modify the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5

(commencing with Section 18901) of Division 13 of the Health and Safety Code.

4. The request is for direct financial incentives for the Development, including the provision of publicly owned land or the waiver of fees or dedication requirements.
5. The concession or incentive would be contrary to State or federal law.

30-17.10 Incentives or Concessions Defined

Density Bonus projects should complement existing residential neighborhoods and reflect or improve their characteristics. Well designed density bonus projects are critical for a community seeking to provide a wide range of housing opportunities. A project that fits well within its physical context will not cause undue adverse impacts on surrounding properties.

a. New construction on sites with a residential general plan or zoning designation shall complement the development pattern of the area and respect the rhythm of height, massing, and setbacks of the neighborhood in which it is located. To the extent permitted by law, caps or limits on incentives or concessions can be implemented in order to promote compatibility between new and existing development and compel consistency with any design guideline adopted by the City of Alameda.

For the purposes of this section, concession or incentive means:

b. a- A reduction in site Development Standards or a modification of zoning code or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 19901) of Division 13 of the Health and Safety Code, resulting in identifiable, financially sufficient, and actual cost reductions. "Concession or incentive" may include but is not limited to any of the following:

1. Reduced minimum lot sizes and/or dimensions, except that projects on sites with a residential general plan or zoning designation that requires a 5,000 square foot lot with a 50 foot width shall have a lot area of no less than 3,000 square feet and a lot width of no less than 30'.
2. Reduced minimum setbacks, except that on projects on sites with a residential general plan or zoning designation, no front or rear yard shall be less than the average of the front or rear yard of buildings on the two adjacent sites and no side yard shall be less than 3'.

3. Reduced on-site open-space requirements, except that projects on sites with a residential general plan or zoning designation shall have at least 100 square feet of open space per unit.
4. Increased maximum lot coverage, except that projects on sites with a residential general plan or zoning designation shall not exceed the zone district lot coverage maximum by more than an additional 10% increment.
5. Increased floor area ratio.
6. Reduced parking requirements, but not less than one standard parking space per unit on sites with a residential general plan or zoning designation.
7. Modification of the zoning code to permit mixed use development in conjunction with the Development if non-residential uses will reduce the development cost of the residential portion of the Development and if the non-residential uses are compatible with the Development and with existing or planned development in the area as set forth in the Alameda General Plan.

c. For large development projects, defined as projects on sites with at least one acre of land area, a developer may be granted exceptions to these caps and limits through the density bonus ordinance application process if it can be shown such exceptions are needed to allow more flexibility in site design and architectural excellence.

d. b- Nothing in this section shall be construed to require the provision of direct financial incentives for a Development, including the provision of publicly owned land by the City or other waiver of fees or dedication requirements. Moreover, concessions or incentives shall not include any exceptions, waivers or departures from health and safety standards of building and fire codes or from solid waste and recycling standards established by the State of California and the City of Alameda.

Section 2. Severability Clause. It is the declared intent of the City Council of Alameda that if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provision of this ordinance.

Section 3. All former ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance hereby adopted, to the extent of such conflict only, are hereby repealed.

Section 4. This ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

Section 5. CEQA. This ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to §§ 15060 (c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and the "common sense" exemption under § 15061(b)(3) of the CEQA Guidelines, because the City Council hereby determines and finds that there is no possibility that the ordinance may have a significant effect on the environment, rather these amendments are regulations intended to mitigate the potential for significant effects on the environment. A Negative Declaration was adopted for the Density Bonus regulations this ordinance amends.

Presiding Officer of the City Council

Attest:

Lara Weisiger, City Clerk
City of Alameda

* * * * *

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by Council of the City of Alameda in regular meeting assembled on the ____ day of _____, 2010, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this ____ day of _____, 2010.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Ann Marie Gallant
Interim City Manager

Date: September 21, 2010

Re: Hold a Public Hearing to Consider Approval of File No. PLN10-0041, for the Purpose of Rezoning a 3,712 Square Foot Parcel from C-C (Community Commercial) to R-5 (General Residential District) and Changing the General Plan Designation from Community Commercial to Medium Density Residential. The Current Residential Use of the Site is Nonconforming, Which Prohibits the Expansion of the Structure. The Proposed Changes Would Allow the Applicant an Opportunity to Add to the Dwelling Located at 709 Lincoln Avenue, Alameda, CA

BACKGROUND

The applicant is requesting that the zoning and General Plan designations for the site is changed from commercial to residential classifications. The applicant proposes to change the existing zoning from C-C, Community Commercial to R-5, General Residential and change the General Plan map designation from C-C to Medium-Density Residential. No text changes to the General Plan are proposed. The property owner would like to construct a small addition to the back of the residence, however, pursuant to AMC Subsection 30-20.4(a), no nonconforming building or use shall be enlarged, extended, reconstructed or structurally altered. This nonconforming dwelling also cannot be replaced (with a similar dwelling) if destroyed by fire.

Due to its consistent and intended residential use, staff is recommending that the site be reclassified with the appropriate zoning and General Plan designations. On June 21, 2010 the Planning Board unanimously recommended this project to the City Council for approval as well.

DISCUSSION

The subject site is one parcel, approximately 3,712 square feet (.085 acres), and contains one residential structure. The size of the parcel restricts this site to one residence. Per City records, the existing structure was constructed in 1910 as a one-story five-room dwelling and has been in continuous residential use.

If the requisite zoning and General Plan designations are approved, staff will consider the applicants' request to construct a small two-story addition at the back of the house.

**City Council
Public Hearing
Agenda Item #6-C
09-21-10**

If the General Plan amendment and rezoning are denied, then the applicants cannot make their request for design review to expand the residence.

A. Proposed General Plan Amendment

The proposed amendment would ensure that both zoning and the General Plan designation for the site are consistent with the historic and current use. With the recommended General Plan designation, the current owner and any future owners of the property will have a clear understanding of the City's long-term residential land use goals for the property.

The proposed amendments are consistent with General Plan policies to "conserve housing located in areas that have been zoned for commercial or industrial use" (General Plan Policy 2.4.b) and "encourage retention and addition of housing in the Park Street, Webster Street, and Neighborhood Business Districts" (General Plan Policy 2.5.g). As shown in the draft resolution, the subject site is adjacent to an R-5 zone. The General Plan designation of this zone is Medium-Density Residential. Furthermore, City of Alameda Housing Element Policies wish to promote the conservation and rehabilitation of the City's existing housing stock. Therefore, changing the General Plan designation for the site from Community Commercial to Medium-Density Residential is appropriate because it is consistent with the goals of both the Land Use and Housing Elements of the General Plan.

B. Proposed Zoning Designation Change

The project site is currently zoned C-C, Community Commercial. Amending the site's zoning designation to R-5, General Residential, is required to ensure conformity between the proposed change to the General Plan designation and the zoning for the site. The proposed zone change to R-5 is consistent with the adjacent residential properties and would not result in spot zoning. The change is consistent with the Housing Element of the General Plan because it will preserve the use of the site for housing.

FINANCIAL IMPACT

There is no financial impact from this project; application fees shall cover staff time and material costs.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

Municipal Code standards prescribing Planning Board and City Council action on Amendments to zoning and the General Plan are contained in the Alameda Municipal Code (AMC), Section 30-22 (Amendments and Procedures).

ENVIRONMENTAL REVIEW

The property is now and has historically been used as a residential property. Previously the commercial zoning (Business District Class V and Central Business District) allowed residential uses. In 2000 the zoning and general plan designation for the adjacent commercial district was amended. At that time, the subject property was included in the C-C, Community Commercial district zoning. This project is exempt from environmental review pursuant to the Guidelines for the California Environmental Quality Act (CEQA) general rule provision, Section 15061 (b) (3), because the project does not have the potential for causing a significant impact on the environment in that the proposed zoning and general plan designations reflect the current residential use of the property and adjacent sites.

RECOMMENDATION

Hold a public hearing and conditionally approve PLN10-0041, for the purpose of rezoning a 3,712 square foot parcel from C-C (Community Commercial) to R-5 (General Residential District) and changing the General Plan Designation from Community Commercial to Medium Density Residential. The current residential use of the site is nonconforming, which prohibits the expansion of the structure. The proposed changes would allow the applicant an opportunity to add to the dwelling located at 709 Lincoln Avenue.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Andrew Thomas', written over the typed name.

Andrew Thomas
Planning Services Manager

Exhibits:

1. June 21, 2010 Staff Report to Planning Board
2. Planning Board Resolution PB-10-08

ITEM 9-B

PLANNING BOARD STAFF REPORT

DATE: June 21, 2010

TO: HONORABLE PRESIDENT AND MEMBERS OF THE
PLANNING BOARD

FROM: Laura Ajello, Planner I
510.747.6870
lajello@ci.alameda.ca.us

APPLICATION: **Rezoning and General Plan Amendment – PLN10-0041 – 709 Lincoln Avenue.** The 3,712 square foot parcel would be rezoned from C-C (Community Commercial) to R-5 (General Residential District) and change the General Plan designation from Community Commercial to Medium Density Residential. The current residential use of the site is nonconforming, which prohibits the expansion of the structure. These proposed changes will allow the applicant an opportunity to add to the dwelling.

ZONING DISTRICT: C-C (Community Commercial)

GENERAL PLAN: Community Commercial

ACRONYMS: AMC – Alameda Municipal Code
R-5 – General Residential District

EXECUTIVE SUMMARY

The applicant is requesting that the zoning and general plan designations for the site be changed from commercial to residential classifications. The applicant proposes to change the existing zoning from C-C, Community Commercial to R-5, General Residential and change the general plan map designation from C-C to Medium-Density Residential. No text changes to the General Plan are proposed. The property owner would like to add to the residence, however, pursuant to AMC Subsection 30-20.4(a), no nonconforming building or use shall be enlarged, extended, reconstructed or structurally altered. This nonconforming dwelling cannot be replaced (with a dwelling) if destroyed by fire. In order to construct an addition to this residence, a rezoning and a general plan amendment are

**City Council
Exhibit 1 to
Public Hearing
Agenda Item #6-C
09-21-10**

required. Due to its historic and intended residential use, staff is recommending that the site be reclassified with the appropriate zoning and General Plan designations as well.

BACKGROUND

The subject site is one parcel, approximately 3,712 square feet (.085 acres), and contains one residential structure. The size of the parcel restricts this site to one residence. Per City records, the existing structure was constructed in 1910 as a one-story five room dwelling and has been in continuous residential use. It is considered historic due to its date of construction but is not listed on the City's Historical Building Study List.

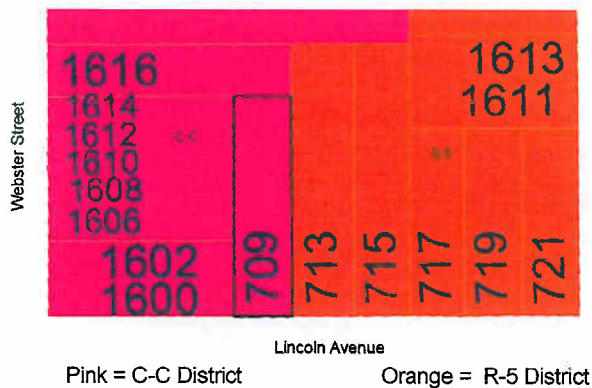


Figure 1: Zoning Map detail



Figure 2: 709 Lincoln (center of photo)

A review of City zoning maps dating back to the 1920's shows this site has historically been zoned for commercial use; residential uses were permitted by right in these former "business district" zones. By 1962 the site had been changed to zoning C-2, Central Business District, which allowed dwellings via a use permit (if part of a mixed-use development). The City amended the Alameda Municipal Code in 2000 to add the C-C, Community Commercial Zoning District. A large area adjacent to Webster Street, including many residential properties, were rezoned Community Commercial. This district allows residential uses in conjunction with nonresidential uses but they are not permitted on the ground floor. The change in zoning rendered residential use of the subject site nonconforming. Pursuant to current zoning (AMC 30-20.4, Changes to and Restoration of Nonconforming Buildings and Uses) no building may be structurally altered, unless it is changed to conform to the AMC regulations specified by this section.

In 2004, following a public outreach effort and request for input from property owners, the City reclassified much of the historic housing stock within the newly created C-C Webster Street Business District as R-5 so that it matched the Medium-Density Residential General Plan designation. The rest of the homes on

the subject block (713-721 Lincoln Street and 1611-1617 Concordia Street) were reclassified as residential with the appropriate zoning and General Plan designations. The subject site, as shown in Figure 1 and 2, now sits at the boundary between two zoning districts. The subject site was not reclassified to R-5 at this time because it was designated as Commercial.

If the requisite zoning and General Plan designations are approved, staff will consider the applicant's request to construct a small two-story addition at the back of the house. If the general plan amendment and rezoning are denied, then the applicant cannot make their request for design review to expand the residence. Staff recommends that the Planning Board hold a public hearing, consider all pertinent testimony and information, then recommend that the City Council approval of the Rezoning and General Plan Amendment, application number PLN10-0041.

STAFF ANALYSIS

A. Proposed General Plan Amendment

The proposed amendment would ensure that both zoning and the General Plan designation for the site are consistent with the historic and current use. With the recommended General Plan designation, the current owner and any future owners of the property will have a clear understanding of the City's long-term residential land use goals for the property.

The proposed amendments are consistent with General Plan policies to "conserve housing located in areas that have been zoned for commercial or industrial use" (General Plan Policy 2.4.b) and "encourage retention and addition of housing in the Park Street, Webster Street, and Neighborhood Business Districts" (General Plan Policy 2.5.g). As shown in Figure 1, the subject site is adjacent to an R-5 zone. The General Plan designation of this zone is Medium-Density Residential. Furthermore, City of Alameda Housing Element Policies wish to promote the conservation and rehabilitation of the City's existing housing stock. Therefore, changing the General Plan designation for the site from Community Commercial to Medium-Density Residential is appropriate because it is consistent with the goals of both the Land Use and Housing Elements of the General Plan.

B. Proposed Zoning Designation Change

The project site is currently zoned C-C, Community Commercial. Amending the site's zoning designation to R-5, General Residential, is required to ensure conformity between the proposed change to the General Plan designation and the zoning for the site. The proposed zone change to R-5 is consistent with the adjacent residential properties and would not result in spot zoning. The change is consistent with the Housing Element of the General Plan because it will preserve the use of the site for housing.

ENVIRONMENTAL REVIEW

The property is now and has historically been used as a residential property. Previously the commercial zoning (Business District Class V and Central Business District) allowed residential uses. In 2000 the zoning and general plan designation for the adjacent commercial district was amended. At that time, the subject property was included in the C-C, Community Commercial district zoning. This project is exempt from environmental review pursuant to the Guidelines for the California Environmental Quality Act (CEQA) general rule provision, Section 15061 (b) (3), because the project does not have the potential for causing a significant impact on the environment in that the proposed zoning and general plan designations reflect the current residential use of the property and adjacent sites.

PUBLIC NOTICE

A notice for this hearing was mailed to property owners and residents within 300 feet of this site, published in the Alameda Journal and posted at the subject property. Staff has not received any public comments on this project as of June 7, 2010.

RECOMMENDATION

Staff recommends that the Planning Board find the project Categorically Exempt from CEQA and recommend that the City Council approve the Rezoning and General Plan Amendment, application number PLN10-0041.

RESPECTFULLY SUBMITTED BY:

REVIEWED BY:



LAURA AJELLO
PLANNER I



JON BIGGS
PLANNING SERVICES MANAGER

Attachments:

1. Draft Planning Board Resolution
2. Proposed Zoning Map and General Plan Map detail
3. Staff Photographs

**CITY OF ALAMEDA PLANNING BOARD
RESOLUTION NO. PB-10-08**

RECOMMENDATION TO THE CITY COUNCIL THAT THE CITY OF ALAMEDA ADOPT GENERAL PLAN AMENDMENT AND REZONING, (PLN10-0041) FOR ONE PARCEL LOCATED AT 709 LINCOLN AVENUE (APN 073 041801400). THE SITE IS LOCATED WITHIN A COMMUNITY COMMERCIAL ZONING DISTRICT.

WHEREAS, an application was made on February 18, 2010, by Loi Tran, requesting a General Plan Amendment and Rezoning of an existing site developed with a single-family dwelling currently designated C-C, Community Commercial District; and

WHEREAS, the application was accepted as complete on May 12, 2010; and

WHEREAS, the subject property is designated as Community Commercial on the General Plan Diagram; and

WHEREAS, the subject property is a residence located in a C-C, Community Commercial Zoning District; and

WHEREAS, the applicant requests a General Plan Amendment and Rezoning from Community Commercial to R-5, General Residential; and

WHEREAS, the proposed General Plan Amendment and Rezoning would support the residential use of the site; and

WHEREAS, the Planning Board held a duly noticed public hearing on June 21, 2010 to consider the proposed General Plan Amendment and proposed Rezoning; and

WHEREAS, the Planning Board has made the following findings relative to the General Plan Amendment:

1. The proposed General Plan Amendment is consistent with Retail Business and Services implementing policy 2.5.o which strives to "Protect residential areas adjacent Retail Business Districts by discouraging conversion of residential structures in adjacent residential zones for retail, commercial, or business service use."
2. The proposed General Plan Amendment is consistent with the Housing Policies of the General Plan because it promotes the conservation and rehabilitation of the City's existing housing stock.
3. The proposed General Plan diagram amendment will have a beneficial effect on the general welfare of the community because it will ensure retention of existing housing stock.

WHEREAS, the Planning Board has made the following findings relative to the proposed rezoning from C-C, Community Commercial District to R-5, General Residential:

1. **The proposed rezoning does not affect the integrity of the General Plan.** The proposed rezoning is necessary to conform to the proposed General Plan Amendment. Residential Areas Implementing Policy 2.4.j states the City "consider amendments to the Zoning Map that would reclassify predominantly residential areas zoned for nonresidential use to bring the Zoning Map into consistency with the General Plan Diagram."
2. **The proposed rezoning does not adversely affect the general welfare of the community.** The proposed rezoning will preserve existing housing stock. The subject property is now and historically has been used as a residential structure. Historically the property was zoned for residential use. The proposed rezoning is consistent with the use of this property and will allow continued investment in the property, which is currently prohibited due to the nonconforming status of the property. The rezoning will not result in substantial changes to the existing use and will therefore be compatible with neighboring uses. The residentially zoned parcel would match the zoning of the adjacent homes to the east.
3. **The proposal is equitable.** The proposal to rezone a single parcel to match the adjacent residential uses is equitable in that the existing nonconforming residential use shall be made conforming.

NOW, THEREFORE, BE IT RESOLVED THAT the Planning Board of the City of Alameda hereby determines that the General Plan Amendment and Rezoning does not present a significant effect on the environment and is Categorically Exempt from further environmental review pursuant to the Guidelines for the California Environmental Quality Act (CEQA) general rule provision, Section 15061 (b) (3), because the project does not have the potential for causing a significant impact on the environment in that the proposed zoning and general plan designations reflect the current residential use of the property and adjacent sites. This site was developed in 1910 as residential use and has been in continuous use as such. The project shall render the existing residential use conforming and will allow future expansion of the single-family dwelling; which does not entail a substantial expansion or intensification of use.

BE IT RESOLVED that the Planning Board of the City of Alameda hereby recommends to the City Council that it approve General Plan Amendment, changing the General Plan diagram from Community Commercial to Medium-Density Residential and Adopt an Ordinance approving Rezoning, changing the zoning district from C-C, Community Commercial Zoning District to R-5, General Residential District, as shown in Exhibit A to this resolution.

NOTICE. No judicial proceedings subject to review pursuant to California Code of Civil Procedure Section 1094.5 may be prosecuted more than ninety (90) days following the date

of this decision plus extensions authorized by California Code of Civil Procedure Section 1094.6

NOTICE. The conditions of project approval set forth herein include certain fees and other exactions. Pursuant to Government Code Section 66020 (d) (1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and exactions. The applicant is hereby further notified that the 90-day appeal period, in which the applicant may protest these fees and other exactions, pursuant to Government Code Section 66020 (a) has begun. If the applicant fails to file a protest within this 90-day period complying with all requirements of Section 66020, the applicant will be legally barred from later challenging such fees or exactions.

The decision of the Planning Board shall be final unless appealed to the City Council, in writing and within ten (10) days of the decision, by filing with the Planning and Building Department a written notice of appeal stating the basis of appeal and paying the required fees.

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Planning Board of the City of Alameda during the Regular Meeting of the Planning Board on the 21ST day of June, 2010, by the following vote to wit:

AYES: (4) Ezzy Ashcraft, Autorino, Kohlstrand, and Zuppan
NOES: (0)

ABSENT: (3) Cook, Cunningham, and Lynch

ATTEST:



Jon Biggs, Secretary
City of Alameda Planning Board

* * * * *

CITY OF ALAMEDA RESOLUTION NO. _____

Approved as to Form
William A. G. [Signature]
City Attorney

ADOPTING GENERAL PLAN AMENDMENT (PLN10-0041) TO AMEND THE GENERAL PLAN LAND USE DIAGRAM TO CHANGE THE DESIGNATION FOR ONE .085 ACRE PARCEL LOCATED AT 709 LINCOLN AVENUE (APN 073 041801400) FROM COMMUNITY COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL

WHEREAS, an application was made on February 18, 2010, by Loi Tran, requesting a General Plan Amendment of an existing site developed with a single-family dwelling currently designated C-C, Community Commercial District; and

WHEREAS, the application was accepted as complete on May 12, 2010; and

WHEREAS, the subject property has been in continuous residential use since its construction in 1910; and

WHEREAS, the subject property is being rezoned from C-C, Community Commercial to R-5, General Residential; and

WHEREAS, the subject property is designated as Community Commercial on the General Plan Diagram; and

WHEREAS, the applicant requests a General Plan Amendment from Community Commercial to Medium-Density Residential; and

WHEREAS, the proposed General Plan Amendment and Rezoning would support the residential use of the site; and

WHEREAS, the subject property is adjacent to parcels designated as Medium-Density Residential; and

WHEREAS, the Planning Board held a duly noticed public hearing on June 21, 2010 to consider the proposed General Plan Amendment and proposed Rezoning; and

WHEREAS, on June 21, 2010, after careful consideration, the Planning Board unanimously approved a resolution recommending that the City Council adopt the proposed General Plan amendment; and

WHEREAS, the Planning Board has made the following findings relative to the General Plan Amendment:

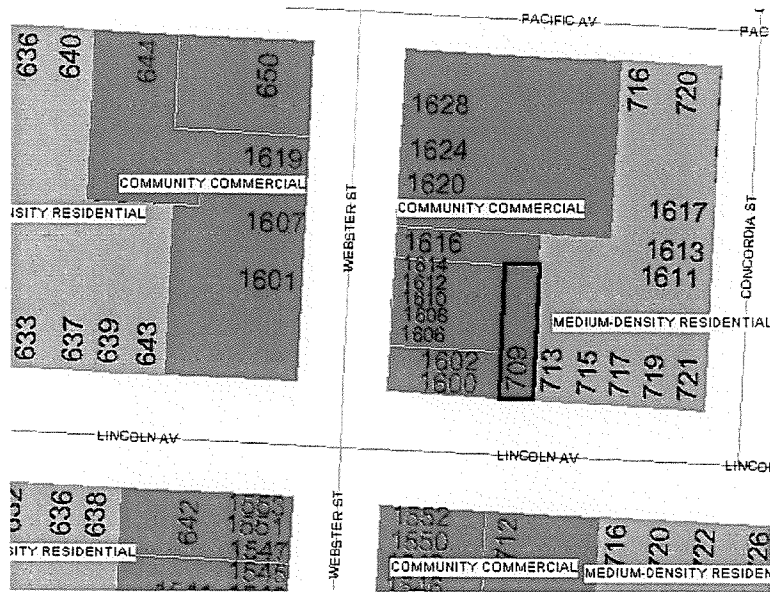
**Resolution #6-C
9-21-10**

1. The proposed General Plan Amendment is consistent with Retail Business and Services implementing policy 2.5.o which strives to "Protect residential areas adjacent Retail Business Districts by discouraging conversion of residential structures in adjacent residential zones for retail, commercial, or business service use."
2. The proposed General Plan Amendment is consistent with the Housing Policies of the General Plan because it promotes the conservation and rehabilitation of the City's existing housing stock.
3. The proposed General Plan diagram amendment will have a beneficial effect on the general welfare of the community because it will ensure retention of existing housing stock.

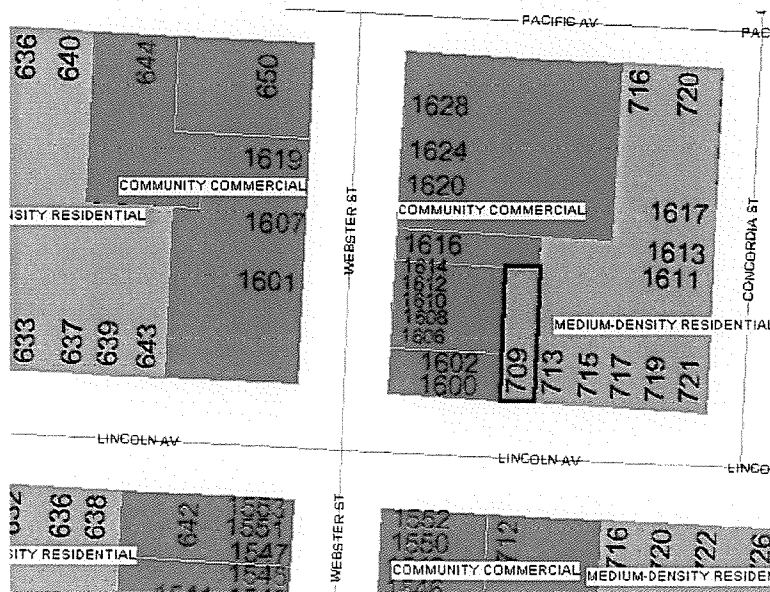
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alameda hereby adopts the General Plan Amendments as shown in Exhibit A.

* * * * *

Exhibit A:



Current General Plan Designation: Community Commercial



Proposed General Plan Designation: Medium-Density Residential

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 21st day of September, 2010, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this 22nd day of September, 2010.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA ORDINANCE NO. _____
New Series

Approved as to Form


City Attorney

AMENDING ORDINANCE NO. 1277, N.S. TO REZONE
APPROXIMATELY .085 ACRES LOCATED AT 709 LINCOLN
AVENUE APN 073 041801400 FROM C-C, COMMUNITY
COMMERCIAL ZONING DISTRICT, TO R-5, GENERAL
RESIDENTIAL ZONING DESIGNATION

BE IT ORDAINED by the City Council of the City of Alameda that:

Section 1: Section 11-116 of Ordinance No. 1277, N.S. is hereby amended by reclassifying all the real property situated within the City of Alameda, County of Alameda, State of California, consisting of .085 acres and located at 709 Lincoln Avenue as shown on the attached Exhibit A from C-C, Community Commercial Zoning District, to R-5, General Residential Zoning Designation.

Section 2: The above amendment shall be known as and referenced to as Rezoning Amendment No. 211 to Ordinance No. 1277, N.S.

Section 3: This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

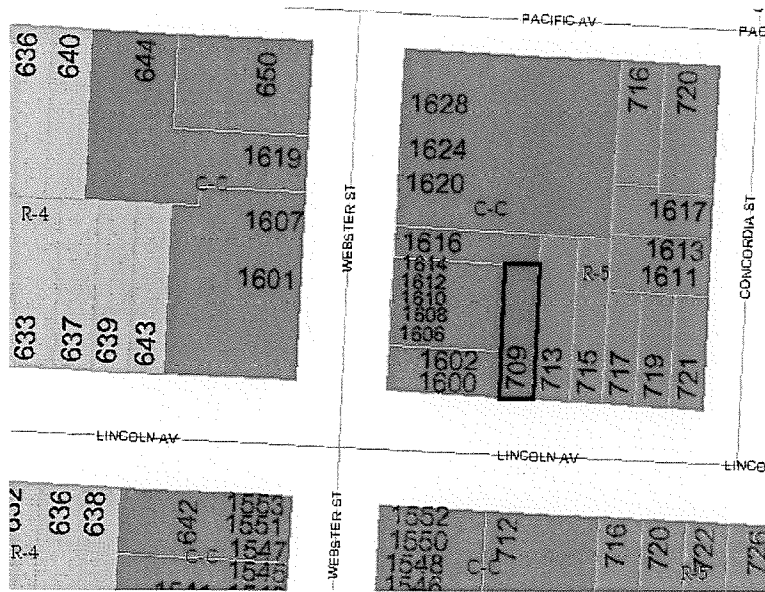
Presiding Officer of the City Council

Attest:

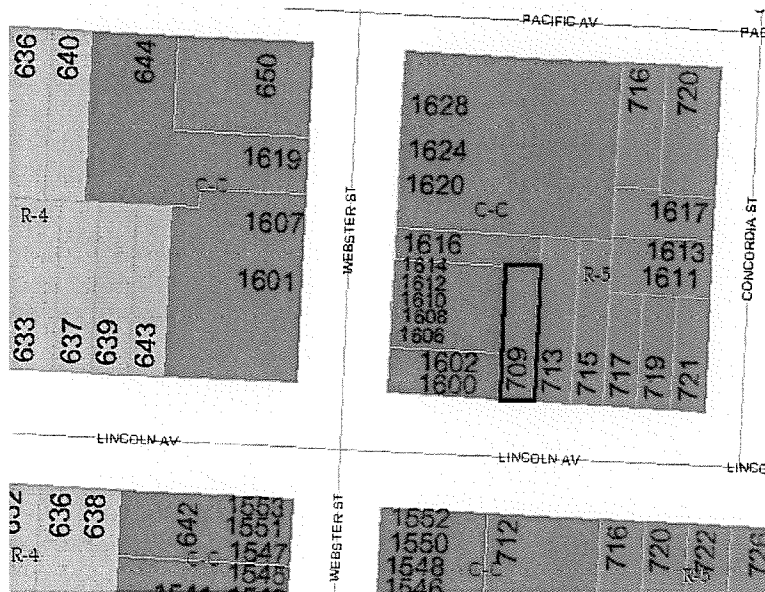
Lara Weisiger, City Clerk
City of Alameda

* * * * *

Exhibit A:



Current Zoning: C-C



Proposed Zoning: R-5

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by Council of the City of Alameda in regular meeting assembled on the ____ day of _____, 2010, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this ____ day of _____, 2010.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Ann Marie Gallant
Interim City Manager

Date: September 21, 2010

Re: Hold a Public Hearing to Consider Approval of Tentative Parcel Map No. 9876 (PLN09-0185), for the Purpose of Splitting One Lot into Two Lots at 2318 Pacific Avenue

BACKGROUND

On May 19, 2009, the applicant submitted a Tentative Parcel Map application to subdivide an interior parcel with approximately 10,853 square feet into two lots. The site is presently developed with a duplex located at the front of the site, which faces on Pacific Street. The Planning Board recommended this Tentative Parcel Map to the City Council for approval on March 8, 2010.

The parcel is zoned C-M, Commercial Manufacturing District, and the existing duplex is a legal-nonconforming use. There are no open space requirements for residential units in the C-M zone district.

The proposed front lot will have approximately 5,853 square feet, and the existing duplex will be sited entirely on this lot. The proposed rear lot will have 5,000 square feet, and access to this parcel will be by way of an access easement that crosses the front lot. A Minor Design Review application to create four parking spaces that serve the existing duplex on the front lot was approved in July of 2009.

City Council approval of the Tentative Parcel Map would provide the applicants 24 months to complete the Final Map and submit it to the City Council for final approval, pursuant to AMC, Section 30-81 (Final Map).

DISCUSSION

The existing interior lot fronts on Pacific Avenue and is 70 feet wide and 150 feet deep. It is located within a fully developed neighborhood that contains commercial and residential uses. Immediately adjacent uses are residential. The lot is zoned C-M, Commercial Manufacturing District, and is designated as Medium Density Residential in the General Plan diagram. The C-M district has no requirements for lot area, lot width, required yards, or lot coverage. Various commercial uses are permitted in the C-M,

**City Council
Public Hearing
Agenda Item #6-D
09-21-10**

Commercial Manufacturing District, such as light industrial manufacturing uses, warehousing, and service-oriented businesses.

The proposed parcels will be 70 feet wide and have proposed depths of 83' and 66' respectively. This meets the requirements established in the development regulations for parcels in the C-M district. Pursuant to the General Plan designation, dwelling units require 2,000 square feet of lot area per dwelling unit. The proposed front lot is 5,853.28 square feet and contains two existing residential dwelling units. The proposed rear lot is 5,000 square feet and is undeveloped. The proposed rear lot will be accessible via a utility and access easement that passes through the proposed front lot.

The existing duplex is considered a legal-nonconforming use. No changes are proposed for this structure. There are no development proposals on file for the proposed rear lot at this time; however, any future development on both lots will need to comply with the City's development regulations.

This project will not result in negative impacts on the surrounding neighborhood. The existing parcel is located in an already developed urban environment and is therefore not going to cause substantial environmental damage or substantial injury to fish, wildlife, or their habitat. The division would simply allow the creation of individual parcels that could be owned independently. Therefore, this subdivision is not expected to result in any significant changes to the physical environment or neighborhood.

FINANCIAL IMPACT

The applicant has submitted an application fee which covers staff time, as well as time and material costs.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

Municipal Code standards prescribing Planning Board and City Council action on Tentative Parcel Maps are contained in the Alameda Municipal Code (AMC), Section 30-78.5 (Action on Tentative Map or Parcel Map). AMC, Section 30-81 defines the process of filing and City Council action regarding Final Maps.

ENVIRONMENTAL REVIEW

The project is Categorically Exempt from additional environmental review pursuant to CEQA Guidelines Section 15315 Minor Land Divisions – when the division is in conformance with the General Plan and Zoning, no variances or exceptions are required, and all services and access conform to local standards.

RECOMMENDATION

Hold a Public Hearing and conditionally approve Tentative Parcel Map No. 9876 (File No. PLN09-0185) for the subdivision of one lot into two lots on a site located at 2318 Pacific Avenue and find that the proposed parcel map is consistent with the General Plan in that each of the newly created parcels is of sufficient size and width to accommodate future development in a manner consistent with the uses and site development standards of the underlying general plan and zoning designation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Andrew Thomas', is written over the text 'Respectfully submitted,'.

Andrew Thomas
Planning Services Manager

Exhibit:

1. Tentative Map 9876

[illegible]

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)
ON THIS _____ DAY OF _____, 200____, BEFORE ME
A NOTARY PUBLIC IN
AND FOR SAID COUNTY AND STATE WHO PROVED TO ME ON THE BASIS
OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE
NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND AC-
AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE
INSTRUMENT THE PERSON OR THE ENTITY UPON BEHALF OF
WHICH THE PERSON ACTED EXECUTED THE INSTRUMENT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

NOTARY PUBLIC

26

COMMISSION EXPIRES _____ BY COMMISSION NUMBER _____

ALAMEDA ALAMEDA COUNTY CALIFORNIA

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUB
DIVISION MAP ACT AND LOCAL ORDINANCE

BARBARA HAWKINS RCE 58983 CITY EN-
GINEER, CITY OF ALAMEDA. LICENSE EXPIRES
JUNE 30, 2011

I, _____, CITY SURVEYOR FOR THE CITY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN EMBODIED "PARCEL MAP NO 9876, ALAMEDA, ALAMEDA COUNTY CALIFORNIA", AND FOUND THE PARCEL MAP TO BE TECHNICALLY CORRECT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS
DAY OF 200

CITY SUPERVISOR OF THE CITY OF ALAMEDA

1. PROPOSED IMPROVEMENTS FOR PARCEL 1 AND PARCEL 2 HAVE NOT BEEN SHOWN OTHER THAN THE MORE DESIGNATED SPACES FOR FUTURE CONSTRUCTION. APPROVAL OF THE PARCEL MAP DOES NOT GRANT ANY APPROVALS OF THESE IMPROVEMENTS AT THE TIME OF GRANT OF APPROVAL FOR THE DEVELOPMENT OF THESE PARCELS. ANY IMPROVEMENTS TO THESE PARCELS SHALL BE DESIGNED BY A LICENSED PROFESSIONAL. TO THROUGH THE CITY'S DESIGN REVIEW BOARD. APPROPRIATE PLANNING AND CITY OF ALABAMA APPROVAL PROCESS. THE CITY SHALL BE RESPONSIBLE FOR THE DESIGN AND PERMITTING PROCESS. THE CITY SHALL BE RESPONSIBLE FOR THE DESIGN AND PERMITTING PROCESS. THE CITY SHALL BE RESPONSIBLE FOR THE DESIGN AND PERMITTING PROCESS.

[illegible]

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

NOTARY PUBLIC

26

COMMISSION EXPIRES _____ BY COMMISSION NUMBER _____

I, CRYSTAL K. HIGHTDA CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY CERTIFY AS CHECKED BELOW THAT AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS, COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID PARCELS, BUT NOT YET PAYABLE AND ANY POLLY APPROVED BY SAID BOARD IN SAID AMOUNT.

☐ ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER TAX COLLECTOR OF THE COUNTY OF ALAMEDA

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY
HAND THIS DAY OF _____ 2000

CRYSTAL K. HISHIDA GRAFF

1 MAY BE THE SOURCE OF DISCREPANCY

THE STATE OF TEXAS,
COUNTY OF DALLAS.

FILED THIS DAY OF 200 AT THE
IN BOOK OF MAPS AT PAGE 200 AT THE

RECEIVED OF FEB 1964

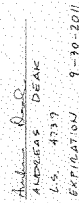
www.pearsoned.com

PATRICK O'CONNELL BY

COUNTY RECORDER IN AND FOR COUNTY DEPOS

OF ALAMEDA, STATE OF CALIFORNIA

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF THE MAP MAKING ON 3-17-1949. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY.



PARCEL MAP NO 9876

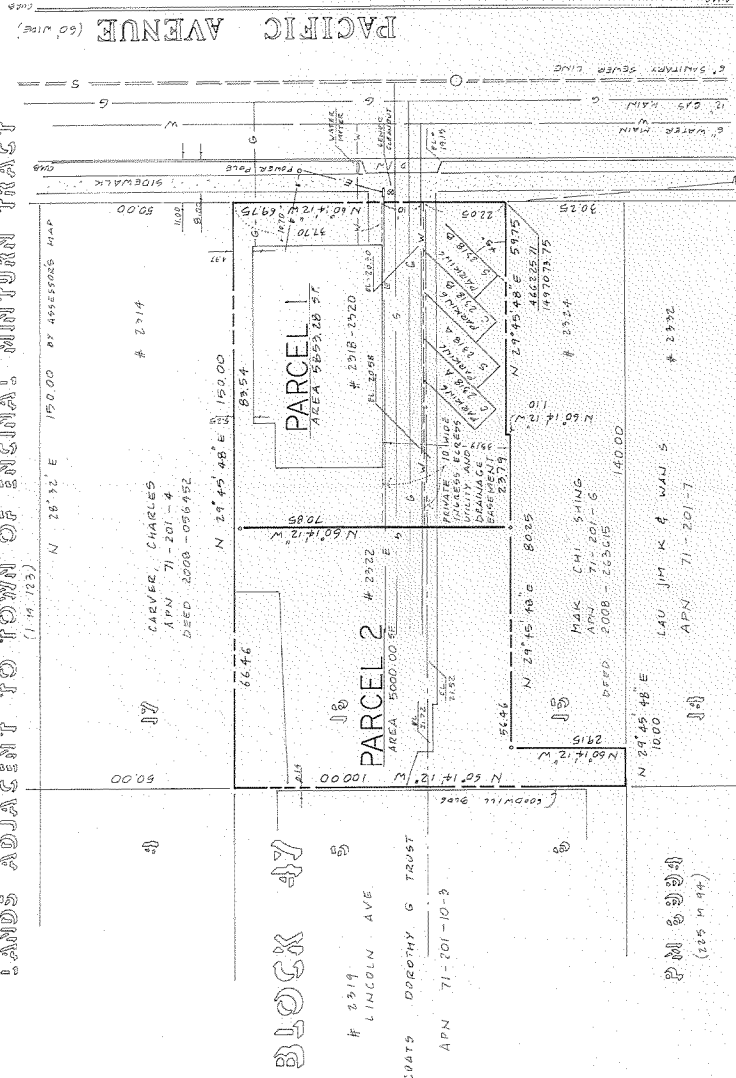
BEING A RESUBDIVISION OF LOT 16 AND A PORTION
OF LOT 15 BLOCK 47 OF TA SMITH'S MAP OF BLOCKS 46
AND 47 FILED MARCH 27, 1877, MAP BOOK 1, PAGE 123,
ALAMEDA COUNTY RECORDS CALIFORNIA.

FOR MR. MARK MATTHEWS, 2218 PACIFIC AVE. ALAMEDA	PHONE# 865-4289
BY ANDREAS DEAK 2116 RUELA AVE. ALAMEDA CA. 94501	DATE 8-12-2009
SCALE 1" = 20'	SHEET 1 OF 2 SHEETS
APR 71-201-5	

PARCEL MAP NO 9876

ALAMEDA COUNTY CALIFORNIA

TA SMITH'S MAP OF BLOCKS 46 AND 47 OF
LANDS ADJACENT TO TOWN OF ENGINA, MINUTEMAN TRACT
(1/14/123)



REFERENCES

- 1 MAP OF T.A. SMITH'S MAP (1/14/123)
- 2 GRANT DEED

LEGEND

- EXTERIOR BOUNDARY
- NEW PARCEL LINE
- EASEMENT LINE
- OTHER LOT LINE
- ORIGINAL TRACT LINE
- 1/2" AREA W PLASTIC CAP 15x75" SET
- 6.5" MONUMENT BRASS DISK IN MONUMENT WELL 6' BELOW GRADE
- HAUDICAP 4' 8" X 18"
- STANDARD 8' X 18"
- COMPACT 10' X 15"
- PARKING 2

COORDINATE SYSTEM

BEARINGS, DISTANCES AND COORDINATES SHOWN ON THIS MAP CONFORM WITH THE CALIFORNIA COORDINATE SYSTEM, ZONE 3, NORTH AMERICAN DATUM 1983. SHOWN ARE SHOWN DISTANCES TO OBTAIN GRID DISTANCES MULTIPLY BY 0.999973. AVERAGE DIFFERENCE IS 1" ON 53' AT MONUMENT PARK-PAC

BASIS OF BEARINGS

THE LINE BETWEEN U.S.C. & G.S. MONUMENTS PARK-PAC AND PARK-CLEM TAKEN AS N 35° 0' 38" E IS THE BASIS OF BEARINGS OF THIS MAP

PARCEL MAP NO 9876

BEING A RESUBDIVISION OF LOT 16 AND A PORTION OF LOT 15 BLOCK 47 OF TA. SMITH'S MAP OF BLOCKS 46 AND 47, FILED MARCH 27, 1871, MAP BOOK 1, PAGE 128, ALAMEDA COUNTY RECORDS CALIFORNIA
FOR MR. MARK MATING, 2318 PACIFIC AVE ALAMEDA
BY ANDREAS DEAM PHONE 865-4289
2116 BUENA VISTA AVE ALAMEDA CA 94501
SCALE 1"=20' DATE 8-12-2009
APN 71-201-5 SHEET 2 OF 2 SHEETS

Approved as to Form


City Attorney

CITY OF ALAMEDA RESOLUTION NO. _____

APPROVING TENTATIVE PARCEL MAP NO. 9876 PLANNING
APPLICATION No. PLN09-0185 – A PARCEL MAP FOR THE
PROPOSED SUBDIVISION OF THE SITE AT 2318 PACIFIC
AVENUE INTO TWO PARCELS

WHEREAS, an application was submitted on May 19, 2009, by Italo Calpestri, requesting approval of a parcel map to subdivide a 10,853.28 square foot parcel into two parcels of 5,853.28 and 5,000 square feet respectively; and

WHEREAS, a minor design review application for 4 on-site parking spaces to accommodate the existing duplex on the proposed front lot was approved on July 30, 2009; and

WHEREAS, the parcel map application was accepted as complete on February 3, 2010; and

WHEREAS, the project site is located within a C-M, Commercial Manufacturing District; and

WHEREAS, the project site is designated Medium Density Residential on the General Plan Diagram; and

WHEREAS, the Planning Board held a public hearing on this application on March 8, 2010 and considered or examined all pertinent maps, drawings, documents and testimony and recommended approval of the Tentative Parcel Map to the City Council; and

WHEREAS, the City Council finds that the proposed parcel map is consistent with the General Plan in that each of the newly created parcels is of sufficient size and width to accommodate future development in a manner consistent with the uses and site development standards of the underlying general plan and zoning designations; and

NOW, THEREFORE, BE IT RESOLVED that the project is Categorically Exempt from additional environmental review pursuant to California Environmental Quality Act Guidelines Section 15315 Minor Land Divisions.

BE IT FURTHER RESOLVED That the City Council approves Tentative Parcel Map No. 9876 (PLN09-0185), for the subdivision of the site at 2318 Pacific Avenue into to two lots subject to compliance with the following conditions:

- (1) This approval shall expire and become void if a Final Parcel Map is not filed

with Alameda County within 24 months after approval by City Council, or by July 6, 2012.

- (2) The Final Parcel Map shall include the sheet defined as the Tentative Parcel Map No. 9876, prepared by Andreas Deak, submitted on June 17, 2010, and on file in the office of the City of Alameda Community Development Department, except as modified by the conditions listed below.
- (3) The Final Parcel Map shall be prepared to the satisfaction of the City Engineer and City's consultant surveyor.
- (4) Parcel 1 has existing overhead electrical lines. The subdivider has not requested an exception to Section 30-84.7 of the Alameda Municipal Code that all above ground utility facilities within the boundaries of the proposed subdivision or division of land shall be placed, installed and maintained underground. Public Works has no objection to leaving these above ground at this time.
- (5) The subdivider shall post a refundable cashier's check in the amount of \$400 to guarantee that a Mylar copy of the recorded Parcel Map is provided to the City Engineer.
- (6) The subdivider shall pay for all reasonable office and engineering costs expended by the City Engineer's office, including overhead, in conjunction with reviewing the Parcel Map and in obtaining the map signature of the City's consulting surveyor.
- (7) The subdivider shall arrange for a Title Company to record the Final Parcel Map.
- (8) The subdivider shall provide a Mylar copy of the recorded parcel map to the Engineering Division after approval by the City Council.
- (9) **HOLD HARMLESS.** The applicant shall defend (with counsel reasonably acceptable to the City), indemnify, and hold harmless the City of Alameda, its Redevelopment Agency, the Alameda City Planning Board and their respective agents, officers, and employees from any claim, action, or proceeding (including legal costs and attorney's fees) against the City of Alameda, Alameda Redevelopment Agency, Alameda City Planning Board and their respective agents, officers or employees to attack, set aside, void or annul, an approval by the City of Alameda, the Planning and Building Department, Alameda City Planning Board, the City of Alameda Redevelopment Agency or City Council relating to this project. The City shall promptly notify the applicant of any claim, action or proceeding and the City shall cooperate in such defense. The City may elect, in its sole discretion, to participate in the defense of said claim, action, or proceeding.

NOTICE. No judicial proceedings subject to review pursuant to California Code of Civil Procedure Section 1094.5 may be prosecuted more than ninety (90)

days following the date of this decision plus extensions authorized by California Code of Civil Procedure Section 1094.6

NOTICE. The conditions of project approval set forth herein include certain fees and other exactions. Pursuant to Government Code Section 66020 (d) (1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and exactions. The applicant is hereby further notified that the 90-day appeal period, in which the applicant may protest these fees and other exactions, pursuant to Government Code Section 66020 (a) has begun. If the applicant fails to file a protest within this 90-day period complying with all requirements of Section 66020, the applicant will be legally barred from later challenging such fees or exactions.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 21st day of September, 2010, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this 22nd day of September, 2010.

Lara Weisiger, City Clerk
City of Alameda

COUNCIL REFERRAL FORM
(To be submitted to the City Clerk)

Name of Council member requesting Referral: Frank Matarrese

Date of submission to City Clerk (must be submitted before 5:00 p.m. on the Monday before the week of the Council meeting requested): September 8, 2010

Requested Council Meeting date to consider Council Referral: September 21, 2010

Brief description of the subject to be printed on the agenda, sufficient to inform the City Council and public of the nature of the Council Referral:

Given the potential for development, including Alameda Point, the need to create jobs and the severe unemployment in the Bay Area, establishing clear policy is necessary to ensure that when development benefits from the transfer of public land and/or tax payer subsidies, that sufficient public benefit is received in return.

Therefore, I propose this Council Referral to request Council consideration of the following:

Establishing a city-wide project labor agreement (PLA) covering development projects within the City of Alameda which receive taxpayer subsidy, including transfer of public land, tax discounts, direct financial support.

Adopting a resolution and agreement with the appropriate labor organization(s) as the means of codifying City policy including city-wide PLA

Directing the City Manager to meet with the representatives of the appropriate labor organization(s) to draft the above documents for discussion and approval by the Council.

COUNCIL REFERRAL FORM

Name of Councilmember requesting referral:

Marie Gilmore

Date of submission to City Clerk (must be submitted before 5:00 p.m. on the Monday before the Council meeting requested):

Sept. 13, 2010

Council Meeting date:

Sept. 21, 2010

Brief description of the subject to be printed on the agenda, sufficient to inform the City Council and public of the nature of the referral:

The County of Alameda is looking at implementing
a county wide Project Labor Agreement (PLA) with
the Building Trades. Agenda a discussion regarding
a PLA for the City of Alameda

COUNCIL REFERRAL FORM

Name of Councilmember requesting referral:

Marie Gilmore

Date of submission to City Clerk (must be submitted before 5:00 p.m. on the Monday before the Council meeting requested):

Sept. 13, 2010

Council Meeting date:

Sept. 21, 2010

Brief description of the subject to be printed on the agenda, sufficient to inform the City Council and public of the nature of the referral:

①. Direct staff to hold a workshop on the Brown Act
using facilitators from the California League of Cities
for the Council, staff, board and commission
members and the public.

② Request that the City Auditor perform an audit of the books and records, including but not limited to legal bills, costs, technology (hardware and software) and employee time expended in the investigation of Councilmember Tam so that the Council and public has a clear understanding of the amount of money and time expended on this matter.

③ Place this matter behind us by terminating the legal contract for this matter.

COUNCIL REFERRAL FORM
(To be submitted to the City Clerk)

Name of Council member requesting Referral: Frank Matarrese

Date of submission to City Clerk (must be submitted before 5:00 p.m. on the Monday before the week of the Council meeting requested): Sep 13, 2010

Requested Council Meeting date to consider Council Referral: October 5, 2010

Brief description of the subject to be printed on the agenda, sufficient to inform the City Council and public of the nature of the Council Referral:

This referral requests the following City Council consideration, discussion and action related to calming traffic on residential streets that have become overburdened, used as "cut-throughs" or experiencing other traffic problems.

Proposed Action:

Give direction to the City Manager to propose a solution for neighborhood streets which have become subject to speeding cars and heavy traffic due to motorists using these streets especially during commute hours.

Notable examples are:

Burbank/Portola Streets for motorists trying to avoid the signal at 8th and Central
Sherman Street between Central and Buena Vista

Use of existing examples of traffic calming (Bayview speed humps, etc) as well as novel ideas should be considered after gathering data and testimony from residents.

Suggested Goals:

- (1) Address the example problem streets as a pilot
- (2) Establish a toolbox of solutions for managing traffic on residential streets
- (3) Set City Policy providing residents a process for bring these issues light

CURRENT APPLICATIONS
HOUSING COMMISSION
THREE VACANCIES
(Two full terms expiring 06/30/14 and
one Tenant seat full term expiring 6/30/12)

Fayleen Allen, Tenant

Diane Smithem, Tenant

CURRENT APPLICATIONS
LIBRARY BOARD
ONE VACANCY
(Partial term expiring 6/30/13)

Nancy Lewis

Jessica Lindsey

Ronald Walker

CURRENT APPLICATIONS
PLANNING BOARD
ONE VACANCY
(Full term expiring 6/30/14)

Melanie Braun

Ian Couwenberg

Dorothy Freeman

Mike Henneberry

Charlyn Hook

Kristoffer Köster

Thuy Nguyen

Stuart Rickard

Robert Robillard

Thomas Saxby

Charles Patrick Wallis